AGENDA

REGULAR MEETING
OF THE ADELANTO CITY COUNCIL,
ADELANTO PUBLIC UTILITY AUTHORITY,
ADELANTO COMMUNITY BENEFIT CORPORATION,
AND THE SUCCESSOR AGENCY BOARD
APRIL 27, 2016

City Council
Rich Kerr, Mayor
Jermaine Wright Sr. Mayor Pro Tem
Ed Camargo, Councilor
Charley B. Glasper, Councilor
John R. Woodard, Councilor

City Manager
Cynthia M. Herrera, MMC
City Manager

City Attorney
Curtis R. Wright, Esq.

Adelanto Governmental Center
City Council Chambers
11600 Air Expressway, Adelanto

Closed Session: 6:00 p.m.
Open Session: 7:00 p.m.

Meetings held:
2nd & 4th Wednesday

NOTE: PLEASE TURN CELL PHONES OFF OR PLACE THEM ON VIBRATE DURING THE CITY COUNCIL MEETING AS A COURTESY TO OTHERS.

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL MEMBERS ARE REQUIRED TO FILL OUT A SPEAKER REQUEST FORM AND PLACE IT IN THE TRAY ON THE PODIUM PRIOR TO MEETING. *Thank you, Administrative Staff*

The City Council packet may be reviewed by the public at the reception counter in City Hall. Any writings or documents pertaining to an open session item, provided to a majority of the City Council Members within 72 hours of a regular meeting, shall be made available for public inspection at the reception counter in City Hall at 11600 Air Expressway, Adelanto, California 92301, during normal business hours. Members of the public can view the agenda or download any staff reports in advance by accessing the City website at www.ci.adelanto.ca.us on Thursday the week before the scheduled meeting.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk Department at (760) 246-2300 ext. 3018 no later than 72 hours prior to the meeting. (28 CFR 34.102.104)

A. CALL TO ORDER—CLOSED SESSION

TIME: _____

ROLL CALL:

Councilor Camargo	_____
Councilor Glasper	_____
Councilor Woodard	_____
Mayor Pro Tem Wright	_____
Mayor Kerr	_____

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION PER GOVERNMENT CODE SECTION 54956.9(d)(1).

   (a) Adelanto Successor Agency et al. v. Walker et al., Sacramento County Superior Court case No. 34-2013-80001498

   (b) City of Adelanto v. Main Street Calif. LLC, DBA High Desert Mantric, Case No. UD1600284

   (c) Main Street California, LLC, a California Limited Liability Company v. City of Adelanto., SBSC Case No. CIVDS 1601251

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION PER GOVERNMENT CODE SECTION 54956.9(d)(2): 4 CASES.

C. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS

1.

D. CONVENE INTO CLOSED SESSION

TIME: _____

1. Motion to go into Closed Session.

M_____S_____ACTION_____

E. CALL TO ORDER—REGULAR MEETING

TIME: _____

ROLL CALL:

Councilor Camargo	_____
Councilor Glasper	_____
Councilor Woodard	_____
Mayor Pro Tem Wright	_____
Mayor Kerr	_____

INVOCATION: Dave Blevins, Calvary Chaplin

FLAG SALUTE: _____

F. CONFLICTS OF INTEREST

1. Councilmembers will announce any possible Conflicts of Interest with the Agenda.

G. CLOSED SESSION REPORT

1. City Attorney or City Manager will make an oral report on any reportable actions taken in Closed Session.

H. DELETIONS/ADDITIONS TO AGENDA

1. City Manager to announce if there is any addition/removal of items from the agenda.

I. PRESENTATIONS

1. Proclamation to Lesford Duncan in recognition of Child Abuse Awareness Month.

2. Presentation by American Legion Auxiliary to the City of Adelanto.

J. PUBLIC COMMUNICATIONS

Members of the public wishing to address the City Council Members are required to fill out the yellow speaker card and place it in the **SPEAKER CARD TRAY located on the podium**. The Clerk of the meeting will collect the cards and hand them to the Chair. **REMEMBER ONE CARD PER PERSON you can mark the card to address various items on the agenda**.

This is the time and place for members of the public to comment on any matter within the jurisdiction of the City Council. After receiving recognition from the Chair, the speaker will walk to the podium and state their name for the record. There is a time limit of three (3) minutes when giving your presentation.

Members of the audience may address the City Council on non-agenda items; however, in accordance with Government Code section 54954.2, the City Council may not take action on an item not appearing on the posted agenda.

K. CONSENT CALENDAR

Items on the Consent Calendar are considered routine in nature and non-controversial, and require no further discussion by the City Council. They may be acted on in one motion unless a member of the City Council or member of the audience requests a separate discussion on an item.

MOTION APPROVING THE CONSENT CALENDAR AS PRESENTED

1. Motion waiving the full reading of all ordinances and resolutions. Titles for ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Approval of Meeting Minutes: October 28, 2015
   November 18, 2015
   November 23, 2015
   December 9, 2015

3. Approval of Adelanto Public Utilities Sewer Report. (Dec)

4. Approval of Fire Department Report. (Mar)

5. Approval of Acceptance of Irrevocable Offer of Dedications.

6. Approval of Commercial & Residential Solid Waste & Recycling Report. (Mar)

7. Approval of 1st Quarter Commercial & Residential Solid Waste & Recycling Report.

8. Approval of Employment Agreement for Director of Public Service/City Engineer.

9. Approval of Warrant:

   a. Approval of City of Adelanto Warrant, 15/16-10-02, 133861 through 133943, for the total amount of $1,189,588.92.

   b. Approval of Adelanto Electronic Fund Transfers, 15/16-10-02, 130 through 130, for the total amount of $82.63.

   c. Approval of Adelanto Public Authority Warrant, 15/16-10-02, 3567 through 3567, for the total amount of $1,000.00. Check No. 3567 void.

   M_____S_____ACTION_____

L. PUBLIC HEARING

PUBLIC HEARING OPEN: _____ PUBLIC HEARING CLOSED: _____

1. **PUBLIC HEARING** – LOCATION AND DEVELOPMENT PLAN 15-04, CONDITIONAL USE PERMIT 15-03, GENERAL PLAN AMENDMENT 15-03, MITIGATED NEGATIVE DECLARATION 16-01 AND ASSOCIATED DEVELOPMENT AGREEMENT, THE APPLICANT CLARK PACIFIC PROPOSES TO CONSTRUCT A PRE-CAST, PRE-STRESSED CONCRETE PRODUCTS MANUFACTURING AND STORAGE FACILITY AND A REQUEST TO CONSTRUCT IN TWO PHASES DEFERRING OFFSITE STREET AND DRAINAGE CHANNEL IMPROVEMENTS FOR PHASE TWO.

   RECOMMENDATION:

   ADOPT Resolution 16-14 ADOPT findings and APPROVE General Plan Amendment 15-03.

   AND

   ADOPT Resolution 16-15 ADOPT findings and APPROVE Location and Development Plan 15-04, Conditional Use Permit 15-03 and Mitigated Negative Declaration 16-01.

   AND

   APPROVE for the first reading Ordinance 547.

RESOLUTION NO. 16-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ADELANTO, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING PLANNING COMMISSION RECOMMENDATION OF APPROVAL FOR GENERAL PLAN AMENDMENT 15-03, TO AMEND THE GENERAL PLAN CIRCULATION ELEMENT FOR THE REALIGNMENT OF KOALA ROAD BETWEEN HOLLY ROAD TO THE NORTH AND CACTUS ROAD TO THE SOUTH. (FIRST AMENDMENT TO THE GENERAL PLAN CIRCULATION ELEMENT FOR THE YEAR.)

AND

RESOLUTION NO. 16-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA, MAKING FINDINGS, APPROVING PLANNING COMMISSION RECOMMENDATION OF APPROVAL FOR LOCATION AND DEVELOPMENT PLAN 15-04, CONDITIONAL USE PERMIT 15-03 AND MITIGTED NEGATIVE DECLARATION 16-01 TO CONSTRUCT AND OPERATE A PRE-CAST AND PRE-STRESSED CONCRETE PRODUCTS MANUFACTURING AND STORAGE FACILITY ON 111-ACRES OF LAND, LOCATED ON THE SOUTHWEST CORNER OF HOLLY ROAD AND KOALA ROAD, WITHIN THE CITY OF ADELANTO.

AND

ORDINANCE NO. 547

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ADELANTO AND CLARK PACIFIC PRECAST, LLC. FOR DEVELOPMENT OF THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF HOLLY ROAD AND KOALA ROAD

M_____S_____ACTION_____

PUBLIC HEARING OPEN: _____PUBLIC HEARING CLOSED: _____

2. **PUBLIC HEARING** – ORDINANCE NO. 545, CODE AMENDMENT 16-02 – PROPOSED AMENDMENT TO TITLE 17 OF THE ADELANTO MUNICIPAL CODE AMENDING SECTION 17.80.080 PERTAINING TO MEDICAL MARIJUANA CULTIVATION, AND ADDING SECTION 17.80.090 PERTAINING TO THE RESEARCH DEVELOPMENT AND PROCESSING OF MEDICAL MARIJUANA. CONSISTENCY CHANGES TO THE TABLE OF CONTENTS, APPENDIX A AND OTHER UPDATES WILL CONSIDERED. (MARK)

RECOMMENDATION:

Introduce for the first reading Ordinance 545, finding the approval of Code Amendment 16-01 exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) as the Code Amendment will not have a significant effect on the environment, adopting Code Amendment 16-01, and making findings in support thereof

ORDINANCE NO. 545

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMENDING SECTION 17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION AND ADDING SECTION 17.80.090 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA RESEARCH, DEVELOPMENT AND PROCESSING.

M_____S_____ACTION_____

M. ITEMS REMOVED FROM THE CONSENT CALENDAR

N. CITY MANAGERS ANNOUNCEMENTS AND REPORTS

P. ADJOURNMENT

The Regular Meeting of the City Council will be held on May 11, 2016 at 7:00 p.m. unless a Special Meeting is called.

TIME OUT: _____

M_____**S**_____**ACTION**_____

Q. DECLARATION OF POSTING

I, CINDY M. HERRERA, CITY CLERK OF THE CITY OF ADELANTO, OR MY DESIGNEE, HEREBY CERTIFY THAT A TRUE, ACCURATE COPY OF THE FOREGOING AGENDA WAS POSTED ON APRIL 22, 2016, SEVENTY TWO (72) HOURS PRIOR TO THE MEETING PER GOVERNMENT CODE 54954.2 IN THE GOVERNMENTAL CENTER'S DISPLAY CASE, 11600 AIR EXPRESSWAY, AND ADELANTO, CALIFORNIA.

Cynthia M. Herrera

CYNTHIA M. HERRERA, CITY CLERK, MMC

YOU'RE CITY GOVERNMENT

CHARTER CITY: Ratified by the electors of the City at an election on November 3, 1992. "A Charter City can do what the Charter permits it to do, so long as there is not direct violation of the State Constitution."

CITY COUNCIL: The City Council of the legislative and policy-making body of the City. The City Council is composed of one elected Mayor and four Council Members, elected at large (to represent the entire City), to serve four year, staggered terms.

CITY MANAGER: The City Manager is the chief executive officer responsible for the administration of City affairs.

CITY COUNCIL MEETING: The regular meeting of your City Council is a vital part of the democratic process in the conduct of the City's affairs. These meetings are open to the public and conducted by your elected representatives who are responsible, as a body, for the operation of Adelanto's City Government. The Council appreciates your interest and urges citizen participation in government matters.

LEGISLATIVE TERMS

ORDINANCES: Ordinances are the means by which the City enacts its local laws. Unless an urgent situation exists, ordinances will first be presented at a Council meeting as a "first reading." At a subsequent Council meeting, there will be a second reading and adoption. Ordinances go into effect after a waiting period of thirty days, in most cases, during which time the summary of the ordinance is published in a local newspaper approved for this purpose.

RESOLUTIONS: Resolutions and minute orders are the means by which the City Council formally adopts policies or approves specific actions. These go into effect when adopted.

MINUTES OF THE
JOINT REGULAR MEETING
OF THE ADELANTO CITY COUNCIL,
ADELANTO PUBLIC UTILITY AUTHORITY,
ADELANTO COMMUNITY BENEFIT CORPORATION,
AND THE SUCCESSOR AGENCY BOARD

OCTOBER 28, 2015

A. CALL TO ORDER – CLOSED SESSION

The Adelanto City Council held a Closed Session on Wednesday, October 28, 2015, in Conference Room 1 of the Governmental Center located at 11600 Air Expressway, Adelanto, California. Mayor Kerr called the meeting to order at 5:31 p.m.

Council Members present: Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr

Staff present: Interim City Manager Herrera, City Attorney Litfin, and Records Clerk Cervantes.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 SUBDIVISION (d)(2).

   THREE CASE(S) WHERE, IN THE OPINION OF THE CITY COUNCIL BASED ON ADVICE OF THE CITY ATTORNEY, BASED ON EXISTING FACTS AND CIRCUMSTANCES, THERE IS A SIGNIFICANT EXPOSURE TO LITIGATION AGAINST THE CITY.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(4) .

   TWO CASE(S) WHERE, IN WHICH THE CITY COUNCIL IS DECIDING WHETHER TO INITIATE LITIGATION.

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: GOVERNMENT CODE SECTION 54957:

   Title: City Engineer, Director of Public Works, Director of Public Utilities

C. PUBLIC COMMUNICATION ON CLOSED SESSION ITEMS

E.T. Snell: He mentioned the zoning laws and how costly they could be. He feels they need to open back up the Green Tree Dispensary.

David Fluehart: He wanted to talk about the anticipated litigation and believes they should not stress about it because there are larger issues at hand.

D. CONVENE INTO CLOSED SESSION

The Chair called for a motion to enter into Closed Session 5:41 p.m.

MOTION: Moved by Mayor Pro Tem Wright, seconded by Camargo.

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

E. CALL TO ORDER – REGULAR MEETING

Mayor Kerr reconvened the regular meeting at 7:18 p.m.

Council Members present: Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr

Staff present: Interim City Manager Herrera, City Attorney Litfin, and Records Clerk Cervantes.

Invocation by: Chris Waggener

The flag salute was presented by Council Member Woodard.

F. CONFLICT OF INTEREST

None.

G. CONDUCT OF CLOSED SESSION

City Attorney Litfin stated there was no reportable action.

H. DELETIONS/ADDITIONS TO AGENDA

City Attorney Litfin explained that item no. 11 is removed from the Consent Calendar. He also mentioned that item no. 15 on the Consent Calendar. . Removed for discussion to the public.

I. PRESENTATIONS

None.

J. PUBLIC COMMUNICATIONS

1. *Manny Martinez:* He has a video presentation of City events and information about the City.
2. *Joy Jeannette:* She thanked the Council and City Manager for all they do. She wanted to know about the possible dog park and if they will fix the graffiti on the house on Bellflower. She also mentioned looking forward to the Trunk or Treat event.
3. *Chris Waggener:* He thanked the Council for working with Code Enforcement and the Sherriff's Department with regards to removing the marijuana dispensary.
4. *Ernesto Marines:* He would like to speak about how important safety is in the community. He thanked the Sherriff's Department for the great work they are doing.
5. *Terry Delgado:* He thanked Code Enforcement for keeping the community clean and picking up the trash within the City.
6. *Sonya Washington:* She expressed her issues with her water bill. She explained that she cannot transfer her services to her new home.

   Mayor Kerr stated that it will be taken care of.
7. *Eva Jones:* She is the president of the Adelanto Senior Center. She wanted to defend herself. She has never been accused of fraud and stated the funds are safe. She wanted to know if they were in jeopardy of losing the Senior Center. She mentioned they have a website being built. They want to make a haunted house on 10/30.
8. *Jeannette Ansu:* She is putting together and event for Music of the Arts. She is looking for grants to put together this event. They want to provide this for all cultures. She explained Joy Jeannette is mentoring her on it. They want to bring everyone together.

   Joy Jeannette wanted to mention that collegiate musicians are going to come and perform and mentor children of Adelanto.

9. *Robert Hawkins:* He is moving to Adelanto to assist the Veterans and Seniors. He explained they do that in Los Angeles and want to do so in Adelanto. This is supposed to help them eat healthy by growing vegetables.

10. *Shad Boyd:* He has been passing out flyers to the schools for the Trunk or Treat. He thanked Mayor Pro Tem Wright for all the work he does in the City. He also talked about safe houses for children.

11. *ET. Snell:* An Adelanto Citizens Marijuana Activist Group has been started. He would like the Council to re-open the Green Tree Dispensary. He also would like them to video record the meetings.

K. CONSENT CALENDAR

MOTION: Moved by Woodard, seconded by Mayor Pro Tem Wright to approve the Consent Calendar with removal of item no. 11 and 15.

1. Motion waiving the full reading of all ordinances and resolutions. Titles for ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Approval of Meeting Minutes: April 8, 2015 – Regular Meeting
   April 22, 2015 – Regular Meeting
   May 13, 2015 – Regular Meeting

3. Approval of Adelanto Public Utilities Sewer Report.

4. Approval of Adelanto Public Utilities Water Report.

5. Approval of Business License Department Report.

6. Approval of Fire Department Report.

7. Approval of Code Compliance Department Report.

8. Approval of 1st amended employment Agreement City Clerk/Interim City Manager.

9. Approval of Policies and Procedures concerning Compliance with Federal Securities Laws relating to Disclosure.

10. Approval of Holiday closure schedule and Cancellation of November 25, 2015, and December 23, 2015 City Council Meetings.

11. **Approval of Amendment No. 3 to subdivision Improvement and Reimbursement Agreement. ***REMOVED FROM AGENDA*****

12. Approval of Authorization for City Manager to sign Solicitation/Modification of Contract issued by U.S. Immigration Customs Enforcement (ICE).

13. Approval of Job Classification and Salary Schedule.

14. Approval of 2nd reading of Ordinance No. 536 entitled:

ORDINANCE NO. 536

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMENDING TITLE 8, ADDING CHAPTER 8.40 TO THE ADELANTO MUNICIPAL CODE PERTAINING TO REGULATION OF RESIDENTIAL RENTAL INSPECTION AND MAINTENANCE PROGRAM

15. Approval of 2nd reading of Ordinance No. 539 entitled: ***REMOVED FOR DISCUSSION***

ORDINANCE NO. 539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, ADDING SECTION 17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION

16. Approval of Warrant:

a. Approval of City of Adelanto Warrant, 15/16-04-02, 133058 through 133103, for the total amount of $272,556.33.

b. Approval of Adelanto Electronic Fund Transfers, 15/16-04-02, 94 through 97, for the total amount of $1,600.00.

c. Approval of City of Adelanto Water Authority, 5/16-04-02, 27275 through 27285, for the total amount of $14,145.22.

d. Approval of Adelanto Water Authority Utility Deposit Refunds Warrant, 5/16-04-02, 26900 through 26913, for the total amount of $1,823.78.

e. Approval of Adelanto Public Utility Authority Warrant, 5/16-04-02, 3500 through 3509, for the total amount of $117,987.75.

Council Member Camargo abstained from item no. 2 and 13.

Motion carried unanimously 4-1. (Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes). (Camargo abstained)

L. PUBLIC HEARING

1. PUBLIC HEARING – APPEAL OF PLANNING COMMISSION DENIAL OF LOCATION AND DEVELOPMENT PLAN 15-03, CONDITIONAL USE PERMIT 15-02.

RECOMMENDATION: Staff recommends that the City Council grant the appeal and approve the project and: 1) approve Resolution 15-47 and adopt the findings therein and approve Location and Development Plan 15-03 and Conditional Use Permit 15-02; and 2) approve an Agreement between the City of Adelanto and The GEO Group, Inc.

RESOLUTION NO. 15-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA, MAKING FINDINGS, APPROVING APPEAL OF PLANNING COMMISSION DECISION, AND APPROVING LOCATION AND DEVELOPMENT PLAN 15-03 AND CONDITIONAL USE PERMIT 15-02 TO CONSTRUCT AND OPERATE A 1,000 BED DETENTION/CORRECTIONAL FACILITY ON 22.16 ACRES OF LAND, LOCATED ON THE NORTHEAST CORNER OF HOLLY ROAD AND KOALA ROAD IN INDUSTRIAL PARK 3, WITHIN THE CITY OF ADELANTO.

OR

Staff recommends that the City Council deny the appeal, deny the project and adopt Resolution 15-48 denying Location and Development Plan 15-03 and Conditional Use Permit 15-02.

RESOLUTION NO. 15-48

A RESOLUTION OF CITY COUNCIL OF THE CITY OF ADELANTO, SAN BERNARDINO COUNTY, CALIFORNIA, MAKING FINDINGS, UPHOLDING THE PLANNING COMMISSION DENIAL OF THE PROJECT AND DENYING LOCATION AND DEVELOPMENT PLAN 15-03 AND CONDITIONAL USE PERMIT 15-02 TO CONSTRUCT AND OPERATE A 1,000 BED PRISON ON 22.16 ACRES OF LAND LOCATED ON THE NORTHEAST CORNER OF HOLLY ROAD AND KOALA ROAD WITHIN THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA. APN'S 3129-261-11 AND 12.

OR

Staff recommends that the City Council send the project proposal back to the Planning Commission for consideration with a Development Agreement.

Senior Planner De Manincor called through a conference call on item L. 1 Resolution 15-47. He presented the staff report. This project is an appeal of the denial from the Planning Commission. This was due to the location of the project.

The Chair opened Public Hearing at 8:12 p.m.

1. *Chris Waggener:* He stated that they are opposed of it because it is a mile away from the High School. He does not like the $1.00 bed offered and believes it should be put next to Victorville.

2. *Ed Houston:* He is opposed to having another prison in the City. He believes they have enough prisons. He also explained the North side of the city has become a dumping ground. He said he has found 3 cars that have been dumped there.

3. *Joy Jeannette:* She is proud of the High School in the City and believes they do not need a prison in that area. She thinks it needs to be away from the residents.

4. *Donavon Collier:* He is speaking on behalf of GEO group. He believes they were very prepared with regards to the proposal. He talked about the other permitted beds are ICE beds and they cannot mix populations. This is to make sure there is classification. He explained GEO contributes $400,000.00 a year to the City. He stated with this new proposed contract, the contribution would increase to $1.3 million a year. Currently the Adelanto East facility is not contributing revenue. Upon approval $800,000.00 will automatically be the yearly contribution. There will be additional payments for 2 ½ Sheriffs and once the new facility is built it will be 3 Sheriffs. This proposal is mainly to increase payments and revenue to Adelanto.

City Attorney Litfin would like to put these conditions to the official agreement.

Donavon Collier (GEO Group) says he is here as a representative and does not have the authority to do that at this time.

Council Member Woodard asked what kind of prisoners would be put in this facility.

Donavon Collier (GEO Group) explained that they do not know yet until a contract is drawn up.

Council Member Glasper talked about how they cannot control what type of prisoners would be placed there.

Donavon Collier (GEO Group) mentioned that being one of the unknowns.

The Chair closed Public Hearing at 8:27 p.m.

Council Member Camargo expressed concern about the conditions changing on GEO's behalf. He does not want the City losing anything in the process. He stated the City needs revenue.

Donavon Collier (GEO Group) explained that they are committing to paying a dollar a day per bed. He mentioned that in the past contract it did not include the beds that were not occupied. With this contract it doesn't matter if the bed is occupied or not.

Mayor Pro Tem Wright clarified that this would be more money by doing the $1.00 per bed per day versus the 2% increase.

Council Member Camargo emphasized the issue on safety. This would be positive revenue along with extra Sheriffs within the City. He believes this can also bring jobs to the Adelanto residents. He just wanted further clarification on the money Adelanto would be receiving. Council Member Camargo wanted to make sure the residents have clarity on the specifics. He himself drove out to the location and believes it is a safe distance. He has been trying to find the risks of this project.

Mayor Pro Tem Wright reiterated that this would be a total of $2.1 million paid to the City. He explained they are discussing a facility that might not be built but still get revenue for it.

There was further discussion among the Council members on financial specifics with regards to the City. It was mentioned that there will be a sum of money being paid to the City upon approval of the project.. The Council clarified the dollar amounts being given to the City by GEO Group.

Council Member Woodard explained that it is a minimal risk for prisoners to break out. He also mentioned that this can help hire people to work on City beautification.

Council Member Camargo reiterated that the City is in a deficit and this can help pull it out of the deficit.

Mayor Pro Tem Wright talked about this being the best offer they put on the table. He discussed the expense of releasing the prisoners out of the High Desert. He expressed his interest in approving this for the good of the City. He explained that the City has no control over the County Jail that is currently here. GEO is allowing the City to have somewhat control over the facility that can potentially be built here. He emphasized the beds currently in Adelanto are not giving the City revenue.

Council Member Glasper does not want any other prisons built in Adelanto, but has done his research. They have gotten studies and statistics that relate to crime in the High Desert being affected by the jails. It shows that it is very minimal. He further talked about the safety of the City. There are people on the outside of the jail that cause problems and that the jails are a form of revenue. He doesn't want to see a jail built close to residents, but the City needs to understand that the current jail is County land. He further discussed that most of the jails aren't even on Adelanto land and there is nothing the City can legally do about it. He emphasized that there needs to be a civilized community, which include jails. He stated this is a business that is well contained.

Council Member Woodard talked about the additional officers. He explained that is takes a while for you to receive help. This will increase the amount of officers will help with that and this will bring in revenue. It can help the beautification of Adelanto and help people get jobs.

Mayor Kerr does not want another prison. He has worked hard to bring good things to the City. He does not want to take the chance on someone breaking out of the prison.

City Attorney Litfin wanted clarity on the payments for the other facilities that currently aren't contributing payments would commence immediately once the agreement is made.

Donovan Collier explained that they just want cooperation of the City and this agreement will keep the project alive and civil. If the two years has expired and they would like an extension, they would like to know the City is willing to do so.

City Attorney Litfin explained that if they don't build the prison or the permit is voided, the payments would not continue. This permit is valid for the company to choose to build it in the next two years.

Senior Planner De Manincor talked about the GEO Group having a two 2 year extension and a one 1 year extension which is a total of seven years.

City Attorney Litfin explained it would then go to the Planning Commission and if they deny it, the Council can appeal it. He then explained that if the Council also denies it then the payments the agreement would be increasing would go back to the original payments.

MOTION: Moved by Camargo, seconded by Mayor Pro Tem Wright approve resolution 15-47 and grant the appeal and approve the project and approve an Agreement between the City of Adelanto and The GEO Group, Inc. with the change in language by City Attorney Litfin.

Motion carried 3-2. (Camargo, Woodard, and Mayor Pro Tem Wright voting yes). (Glasper and Mayor Kerr voting no.)

M. ITEMS REMOVED FROM THE CONSENT CALENDAR

CLERKS NOTE: The Council took a 5 minute break at 9:16 p.m.
The Council called to order the meeting at 9:33 p.m.

15. Approval of 2nd reading of Ordinance No. 539 entitled: ***REMOVED FOR DISCUSSION***

ORDINANCE NO. 539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, ADDING SECTION

17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION

The Chair opened Public Comment at 9:33 p.m.

1. *Shad Boyd:* He hopes that this goes through and they hire people within the community. He also mentioned the Council needing to choose good people to do this.

2. *Todd Beil:* He is the Chief Officer for the Adelanto School District. He explained that the City has a responsibility to health and safety with the children in the community.

   Mayor Pro Tem Wright asked how close a pedophile can be from a school. He stated it is a half a mile. This is the distance they are putting in place for these facilities.

3. *Debra Jones:* She is a trustee for the Adelanto School District speaking as a private citizen. She explained the Board sent a letter expressing their disapproval of cultivation and research to be put in Adelanto. She believes the language of this Ordinance is wrong. She thinks there is no medical use for marijuana yet.

4. *Erin Hersberg:* He believes the process should be transparent and should choose wisely on the selection process. He is a property owner in Adelanto and his company is interested in applying for a cultivation facility.

5. *Andrew Bockin:* He believes this will be good revenue for the City. He wants Adelanto to be the "Next Big Place."

6. *Jerry Davis:* He wanted to introduce his team who are interested in bringing their company to Adelanto. This included Randy, Chris Eager, David Diaz, Randall Longwith, and Shad Boyd.

7. *Freddy Seyegh:* He is glad that everyone the Council had done their research and is really putting effort into this. He explained that there is a deadline of January 1, 2016.

8. *E.T. Snell:* He mentioned evacuation issues with the prisons. An Adelanto Citizens Marijuana Activist Group has been started. He mentioned that he wants the dispensary re-opened. He also talked about the legality of this project.

9. *Randall Longwith:* He represents the first dispensary opened in Orange County. He applauds the City for what they have done and is only there to help.

10. *Jeanette Ansu:* She has changed her mind on the subject. She was against the cultivated. She found all the research and facts on cannabis. She is now for it. She said if there will be dispensaries; put them into the Sheriff's Department.

11. *Joy Jeannette:* She is speaking on behalf of the City of Hope. She wants the citizens to see the children and families that this drug is helping.

The Chair closed Public Comment at 10:05 p.m.

Council Member Camargo talked about how he thinks it is wrong and cannot go approve it. This decision for him is with regards to his children. He does not want the responsibility of choosing applicants.

Council Member Woodard believes that this would help out the City versus being negative.

Council Member Glasper explained that marijuana is not killing healthy cells in a person with cancer. He stated that chemotherapy does that. He said this herb was put on this earth for a reason. He explained that the Governor has signed 3 bills for this to be put on the ballot in 2016. He think thinks this will be a good thing for the City. He wants the residents to offer suggestions and to not come with complaints without solutions.

Mayor Pro Tem Wright expressed his issue with people not speaking up when this was brought to the Council 8 months ago. He is in love with this city because the residents love their city. As a pastor he was against marijuana and still cannot find it in the Bible how it is wrong. He discussed how man-made pills cause problems. He apologized to Ms. Jones for his tone. He is tired of all the talking and changes that need to be made to the ordinance.

MOTION: Moved by Mayor Pro Tem Wright, seconded by Mayor Kerr to approve the first reading of Ordinance 539 with the advised changes from the Council noted by the City Attorney.

Motion carried 4-1. (Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes). (Camargo voting no.)

N. CITY MANAGERS ANNOUNCEMENTS AND/OR REPORTS

Interim City Manager Herrera mentioned the celebration on December 3rd for the Tree Lighting Ceremony. Also the Christmas Parade will be held on December 12 as well as the Anniversary for the City.

O. CITY COUNCILS ANNOUNCEMENTS AND/OR REPORTS

Mayor Pro Tem Wright mentioned the first annual Trunk or Treat coming up. He wanted to thank Shad Boyd for helping out with this event.

P. ADJOURNMENT

The next Regular Meeting of the City Council will be held on November 18 2015, at 7:00 p.m. unless a Special Meeting is called.

There being no further business the Chair entertained a motion to adjourn the meeting at 11:17 p.m.

MOTION: Moved by Mayor Pro Tem Wright, seconded by Council Member Glasper to adjourn this meeting until November 18, 2015 at 7 p.m.

Motion carried unanimously 5-0 (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes.)

_____
Rich Kerr, Mayor

_____
Cindy Herrera, City Clerk, MMC

Clerk of the Meeting: Virginia Cervantez, Records Clerk
Prepared by: Jordyn Thomas, Intern
Reviewed by: Cindy Herrera, City Clerk

MINUTES OF THE
REGULAR ADJOURNED MEETING
OF THE ADELANTO CITY COUNCIL,
ADELANTO PUBLIC UTILITY AUTHORITY,
ADELANTO COMMUNITY BENEFIT CORPORATION,
AND THE SUCCESSOR AGENCY BOARD

NOVEMBER 18, 2015

A. CALL TO ORDER – CLOSED SESSION

The Adelanto City Council held a Closed Session on Wednesday, November 18, 2015, in Conference Room 1 of the Governmental Center located at 11600 Air Expressway, Adelanto, California. Mayor Kerr called the meeting to order at 5:42 p.m.

Council Members present: Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr

Staff present: Interim City Manager Herrera, City Attorney Sylva, and Assistant to the City Clerk Lopez.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Interim City Manager announced closed session items, adding no. 3

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 SUBDIVISION (d)(2).

   THREE CASE(S) WHERE, IN THE OPINION OF THE CITY COUNCIL BASED ON ADVICE OF THE CITY ATTORNEY, BASED ON EXISTING FACTS AND CIRCUMSTANCES, THERE IS A SIGNIFICANT EXPOSURE TO LITIGATION AGAINST THE CITY.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(4) .

   TWO CASE(S) WHERE, IN WHICH THE CITY COUNCIL IS DECIDING WHETHER TO INITIATE LITIGATION.

3. PUBLIC EMPLOYEE APPOINTMENT – GOVERNMENT CODE SECTION 54957 (b)(2) .

   Title: City of Adelanto Attorney

MOTION: Moved by Mayor Pro Tem Wright, seconded by Woodard to approve items added to the Agenda by Interim City Manager Herrera.

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

C. PUBLIC COMMUNICATION ON CLOSED SESSION ITEMS

1. *David Fluhart:* He talked about the Agenda being very minimal which is nice He said for them to keep moving forward. He mentioned that Kern County has put out a RFP for AB109 Funding. They put in a proposal for the funding and they are hiding a Public Trust under it. He went on to talk about prisons and the marijuana issue.

2. *FJ Abercrombie:* He came to talk about the consequences with zoning. He talked about lenders and people selling their homes. He wants the Council to look at the zoning issue. He explained the people that are in these zones cannot sell their homes because of the zoning change

D. CONVENE INTO CLOSED SESSION

The Chair called for a motion to enter into Closed Session 5:51 p.m.

MOTION: Moved by Camargo, seconded by Woodard

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

E. CALL TO ORDER – REGULAR MEETING

Mayor Kerr reconvened the regular meeting at 7:23 p.m.

Council Members present: Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr

Staff present: Interim City Manager Herrera, Interim City Attorney Sylva, and Deputy City Clerk Lopez

Invocation by: Mayor Pro Tem Wright

The flag salute was presented by Mayor Kerr

F. CONFLICT OF INTEREST

None.

G. CONDUCT OF CLOSED SESSION

Interim City Manager Herrera stated there was reported action with item no. 3 on the closed session items. The current City Attorney Todd Litfin sent in his letter of resignation. The council appointed Julia Sylva as Interim City Attorney on a trial basis for 90 days. The vote was 4-1 by the Council with Council Member Camargo voting no. (See Exhibit A)

H. DELETIONS/ADDITIONS TO AGENDA

Interim City Manager Herrera mentioned Item no. 13 on the Consent Calendar will be removed and be a first reading. There were revisions after the Agenda being posted. (See Exhibit B)

Interim City Manager Herrera also included presentations being added to the Agenda.

I. PRESENTATIONS

1. Julia Sylva interim City Attorney gave a brief background of herself.

2. Citizens presented with certificates for help with the Wounded Warrior Project Rodeo.

   Shad Boyd, Swapping Mama's, and the Young Marines.

3. Presentation from James Millus from CPI Capital. (See PowerPoint/Exhibit C)

   His presentation involves an Activity Center for the City.

   Council Member Woodard asked how much money is owed on this facility.

   James Millus stated that $100,000.00 will roughly be coming back to the City to help start up the facility. His commission would be 5% or 6%.

   Mayor Pro Tem Wright asked if this was the old Boys and Girls club.

   James Millus stated that is was.

   Mayor Kerr mentioned that he met with the owners and the non-profit to talk about putting this together. He talked about the money being from the Parks and Recreation fund. He believes it is a good investment for the City.

J. PUBLIC COMMUNICATIONS

1. *Joy Jeannette:* She talked about the senior's going through the roads and taking photos of people dumping garbage. She suggested that there be rewards for people who catch the people dumping garbage.

2. *Shad Boyd:* He explained how he and Don raised money for Bikes along with the Christmas Fund and others. He wanted to commend the Sherriff's Department and Fire Department.

   Mayor Kerr commended Shad and Don for doing so much for the Community.

3. *Daniel Lopez:* He came with two other veterans to explain he is against the CFD. He contacted two senators about the CFD and how many people cannot afford it. He gave statistics through the City and has a petition being signed. They formed an association for this issue. He mentioned that the buyers were not notified at signing.

   Council Member Woodard mentioned that this is an issue for DR Horton.

   Mayor Kerr talked about how there is an A and B side of this CFD. He mentioned that the A side is something the Council cannot do anything about. He did explain that the B side is something they can adjust next year.

4. *ET Snell:* He stated that he is recalling all Council Members.

K. CONSENT CALENDAR

Interim City Manager Herrera mentioned that by Council vote, item no 15 was added to the Consent Calendar.

MOTION: Moved by Mayor Pro Tem Wright, seconded by Camargo to approve the Consent Calendar with removal of item no. 9, 12, 13, and 15.

1. Motion waiving the full reading of all ordinances and resolutions. Titles for ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Approval of Meeting Minutes: May 27, 2015 – Regular Meeting

3. Approval of Animal Care and Control Department Report.

4. Approval of Development Services Department Report.

5. Approval of Building and Safety Department Report.

6. Approval of Engineering Department Report.

7. Approval of Public Works Department Report.

8. Approval of Fire Department Report.

9. Approval of 1st Amendment to Interim Employment Agreement for Assistant Finance Director. * REMOVED FOR DISCUSSION ***

10. Approval of Employment Agreement for Accounting Supervisor.

11. Amendment to the 2014-2019 Measure I Capital Improvement Plan.

12. Approval of Mattress Recycling contract. * REMOVED FOR DISCUSSION ***

13. Approval of 2nd reading of Ordinance No. 539 entitled: * REMOVED FOR DISCUSSION ***

ORDINANCE NO. 539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, ADDING SECTION 17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION

14. Approval of Warrant:

a. Approval of City of Adelanto Warrant, 15/16-05-01, 133104 through 133158, for the total amount of $93,427.54.

b. Approval of Adelanto Electronic Fund Transfers, 15/16-05-01, 98 through 101, for the total amount of $119,682.93.

c. Approval of City of Adelanto Water Authority, 5/16-05-01, 27286 through 27294, for the total amount of $144,923.00.

d. Approval of Adelanto Water Authority Utility Deposit Refunds Warrant, 5/16-05-01, 26914 through 26939, for the total amount of $5,358.08.

e. Approval of Adelanto Public Utility Authority Warrant, 5/16-05-01, 3510 through 3517, for the total amount of $63,095.29.

15. Attorney Client Fees Engagement Agreement (Exhibit D) * REMOVED FOR DISCUSSION ***

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

9. Approval of 1st Amendment to Interim Employment Agreement for Assistant Finance Director. * REMOVED FOR DISCUSSION *****

Council Member Camargo wanted to know what the changes are.

Assistant Finance Director Martinez clarified that it was only making changes to Ca-Pers.

MOTION: Moved by Mayor Kerr, seconded by Camargo to approve the 1st Amendment to Interim Employment Agreement for Assistant Finance Director.

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

12. Approval of Mattress Recycling contract. * REMOVED FOR DISCUSSION *****

Mayor Pro Tem Wright asked what the City is getting in return. He wanted to know why there was a blank contract on the Consent Calendar.

Conservation Specialist Cordero explained that they are doing the work for free.

Mayor Pro Tem Wright wanted to know who is going to pay for the workers.

Conservation Specialist Cordero explained that the company is already covering that.

Mayor Pro Tem Wright just wanted to make aware that we shouldn't get into a contract that we don't know what is going to happen.

Conservation Specialist Cordero and Mayor Pro Tem Wright further discussed the specifics of this potential contract.

Conservation Specialist Cordero emphasized that the City workers are already doing this. The only difference is they are separating the mattresses from anything else. The company is just providing a container and taking away the mattresses.

Council Member Glasper asked if this is something already in place.

Conservation Specialist Cordero said no, it will be put in place.

Council Member Woodard mentioned that he just wanted money for each mattress.

Mayor Kerr talked about how this is a free program to help clean up the desert. He mentioned that this will not make a lot of money but if it does it can go to a small fund like the Christmas Fund.

Mayor Pro Tem Wright just doesn't want to do something the old Council will do.

There was further discussion regarding the benefit of the program.

Interim City Manager Herrera stated that staff could be directed to make changes.

Mayor Kerr asked Conservation Specialist Cordero if it is time sensitive.

Conservation Specialist Cordero stated it must be done by December 8th.

There was further discussion regarding the benefit of the program

MOTION: Moved by Mayor Pro Tem Wright, seconded by Woodard to table item until the City Council Meeting on December 9, 2015.

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

13. Approval of 2nd reading of Ordinance No. 539 entitled: * REMOVED FOR DISCUSSION *****

ORDINANCE NO. 539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, ADDING SECTION 17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION

CLERKS NOTE: Recorder was off during the beginning of Senior Planner De Manincor presentation.

Senior Planner De Manincor stated that there are changes to help speed up the process. He explained the time frame and the process to do so. He gave an overview of zoning and permits in the Ordinance.

Mayor Pro Tem Wright was concerned about the location. He believes that they are too close to the residential areas. He asked specifically about opening them in the light industrial zone.

Senior Planner De Manincor explained Industrial Parks 1and 5 are in a business park zone. He emphasized that they can build at any light industrial areas which are 2 and 3.

Council Member Woodard asked if they limit the zoning areas.

Senior Planner De Manincor stated they can put sensitive areas within the zoning in which they cannot build.

Mayor Pro Tem Wright talked about licensing limits. He does not want an unlimited amount of licenses. He talked about how the Council agreed on 5 and the Planning Commission agreed on 6.

Council Member Camargo agreed with the limit of 6 licenses.

Council Member Glasper had specific questions regarding zoning. He would like to know what would happen if there wasn't a limit on how many licenses they could have.

Interim City Attorney Sylva explained that the City Manager has control and takes direction from the Council. This would eliminate the litigation.

Council Member Glasper asked if they had enough zoning to accommodate 10. He does not want the property to just sit there.

Interim City Attorney Sylva explained that then they could do so.

Mayor Pro Tem Wright expressed frustration with the council when they had agreed on 6 licenses now they are changing their mind. He does not want the City of Adelanto to just be built off of marijuana.

There was discussion on the moral aspect of this business.

Senior Planner De Manincor suggested the 10 years go back to 12 months for renewing applications.

Mayor Kerr stated investors will not purchase property that has a 12 month limit and be forced to leave. He explained that it needs to be longer.

Council Member Glasper agreed with Mayor Kerr. He explained if they want to do the 6 licenses, than have a 2 year renewal. Though if they want unlimited licenses, they should do the 12 month renewal.

Mayor Pro Tem Wright and Council Member Glasper discussed the business license.

Council Member Woodard stated that it is going to bring jobs and other businesses will come.

Mayor Pro Tem Wright gave an explanation on why they should keep it at 12 months and is upset that there are changes being made because: the limit on industrial zones, the amount of time for permits and licenses. He wants the licenses to be non-transferable.

Senior Planner De Manincor discussed the specifics with regards to point of sale and wholesale. He also explained the Oversight Board has been eliminated and that the Interim City Manager will decide who will do the inspections.

Interim City Attorney explained the Oversight Board has to have agendized Meetings.

Mayor Pro Tem Wright discussed the City employees going to take care of these issues. He believes that the Interim City Manager should not have all this on her plate.

Senior Planner De Manincor explains that the City Manager has the authority to decide who goes out and inspects the location.

Council Member Woodard asked if the Oversight Board would be a voluntary thing.

Mayor Pro Tem Wright explained that it was never discussed.

The Chair opened Public Comments at 9:35 p.m.

1. *Jim Ferguson:* He was a Council Member and Mayor for the City of Palm Desert. They dealt with the Cannabis industry. He gave his background and explained he wants to partner with the City. He recognized the changes of the new Attorney. He mentioned the cities getting sued over this industry.

2. *Joy Jeannette:* She agreed not to have a cap. She stated we need to try and get to a point of sale. She gave background of having to get marijuana for her son.

3. *Edwin Gomez:* He is a representative of the Adelanto Elementary School District. He wants the Council to consider the students.

4. *Debra Jones:* She is a trustee of the Adelanto Elementary School District and comes before the Council as a private citizen. She continues to be opposed. She agrees with the part that Mayor Pro Tem Wright and Council Member Glasper said. She believes the 10 year arrangement and cap is very concerning.

5. *Marc Ohara:* He welcomed the new City Attorney. He has a long interest in this issue. He emphasized the job factor. He has had 20-30 inquiries for Cultivation Facilities. He had statistics to back up his opinion.

6. *Shad Boyd:* He talked about employment. He explained that people will not come up the hill to work.

7. *Terry Delgado:* He wants this issue done with. He believes it is being dragged out.

8. *Randall Longwith:* He talked about how the word "unlimited" isn't literal. He explained that only a certain amount of space that these cultivation facilities can be placed. He believes it should be a limit at 6 and add more as time goes on. He also suggests a 5 year license renewal.

9. *Monzooch Khanbeige:* He just wants to see legitimate businesses within the City.

10. *Aaron Herzberg:* He commends the Council for what they are doing. He wants them to learn from other City's mistakes.

The Chair closed Public Comment at 10:04 p.m.

Council Member Camargo stated that there is no need to extend the license renewal from 1 year to 10 years. He just wants them to leave it as it was. He does not have knowledge of how this business works in the City yet. They need to see how it works first before they extend time.

Council Member Woodard says it is important to put that the license in non-transferable. He believes he it should be at least 24 months to keep it going. He believes the caps should be lifted. It can be changed further down the road.

Council Member Glasper stated that they need to put a limit that is predictable for the size of the zones.

Mayor Kerr mentioned that his grandson asked about wanting to put up some type of recreation. He feels it is unfortunate that they are still on the marijuana issue. He commends the Council for going through this for the last 8 months. He does not want to limit the permits. He believes it should be a 3 year annual review and at any time it can be cancelled. He also wants it to be non-transferable. He wants a certain amount of people employed to be Adelanto residents. If it passes he wants an Oversight Board as well. These are the changes he would like to see done.

Interim City Attorney Sylva would like direction to amend and improve the Ordinance. She sees 8 ordinance issues: expand manufacturing to light manufacturing, term of the agreement for 12 months, 12 months or 10 years; limits of licenses, the non-transferable licenses, the oversight committee for compliance, determining the point of sale issue and its regulation, defining the uses around Highway 395, and adding the issues with the 25-50% jobs for Adelanto issues. She suggested to vote on each issue separately and majority rules.

Council Member Glasper wanted to see if the Board of Equalization or Franchise Tax Board will be involved in this operation. If it is, they need a point of sale, such as 8% sale tax and then the point of sale gets 1%.

Senior Planner De Manincor clarifies the point of sale.

It was discussed that the zoning will stay the same in the manufacturing zone. This would be locations 2, 3, and 4. This will be left as is on the Ordinance.

Senior Planner De Manincor mentioned that they can leave out the terms "Industrial Parks"

There was discussion with regards to permits versus business licenses.

Senior Planner De Manincor mentioned that Business Licenses are purely for revenue.

Mayor Pro Tem Wright talked about it being the same as every other business in Adelanto which is a 12 month business license with an annual review.

Senior Planner De Manincor suggested that they just have an annual review.

Interim City Attorney notes down the 12 month business license with an annual review.

There was discussion on the amount of licenses should be allowed.

Mayor Kerr said it should be limited based on the zoning.

Interim City Attorney noted that the amount of licenses will be based on the limitations to the zoning. She also noted that the licenses will be non-transferable. It is also noted that the Oversight Board for purposes of compliance after the license is issued and can be changed by the Council. She mentioned that the point of sale and Highway 395 is a non-issue.

Council Member Glasper asked about an area to tax the growers.

Interim City Attorney answered saying a special tax needs to be put on the ballot.

MOTION: Motioned by Mayor Kerr, seconded by Glasper to approve the first reading of Ordinance 539 with all changes noted by Interim City Attorney Sylva.

Council Member Camargo makes a substitute motion to deny Ordinance 539.

MOTION FAILS

Reverts back to original motion.

MOTION: Motioned by Mayor Kerr, seconded by Glasper to approve the first reading of Ordinance 539 with all changes noted by Interim City Attorney Sylva.

Motion carried 3-2. (Glasper, Woodard, Mayor Kerr voting yes). (Camargo and Mayor Pro Tem Wright voting no.)

15. Attorney Client Fees Engagement Agreement (Exhibit D) *** REMOVED FOR DISCUSSION ***

Council Member Camargo mentioned this came before them right before the meeting. He stated that he stands by what he says and did not want to approve something before meeting her.

Mayor Pro Tem Wright stated that the new contract for the Attorney will save money. When moving forwarded, he wanted to state that changes need to be made to get things done correctly.

MOTION: Motioned by Mayor Pro Tem Wright, seconded by Mayor Kerr to approve Contract as amended to Interim City Attorney

Motion carried 4-1. (Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes). (Camargo voting no.)

M. CITY MANAGERS ANNOUNCEMENTS AND/OR REPORTS

Interim City Manager Herrera introduced a new employee to the City Hall of Adelanto. Her name is Penny Rose and will become the Accounting Supervisor and will replace Vanessa Martinez. She also welcomes Julia Sylva. She mentioned the City's 45th Anniversary. It will be celebrated on December 9th at the City Council Meeting. The City's Parade will be on December 12th and have the Tree Lighting Ceremony on December 3rd.

N. CITY COUNCILS ANNOUNCEMENTS AND/OR REPORTS

Council Member Camargo had a concern with street safety. He wanted someone to oversee safety measures. He mentioned that there are still Rodeo signs still up. He is waiting on the Finance Report for the Blues Festival.

Council Member Woodard wanted to commend everyone on the Council with regards to the marijuana issue. He wanted to commend Don and his crew for what they are doing in the streets. He talked about bringing the community together and how this brings everyone in the High Desert together. He thanked everyone who works hard for the City. He wished everyone a Merry Christmas and Happy Thanksgiving.

Council Member Glasper had the privilege to represent the City in the Veteran's Parade.

Mayor Pro Tem Wright attended his VVTA Meeting which had no notable action. He mentioned trying to get bus benches for the City as well as advertising in those enclosures. He attended the SANBAG Meeting for the Mayor. He said it was very enlightening. He thanked the children in the School District for bringing in canned goods for the drive. He emphasized the safety for the parks in the City for the children. He mentioned a program for kids who require community service hours. He wished everyone a Happy Thanksgiving and to remember the less fortunate.

O. ADJOURNMENT

The Chair adjourned the meeting at 11:09 p.m. until November 23, 2015 at 7:00 p.m.

Rich Kerr, Mayor

Cindy Herrera, City Clerk, MMC

Clerk of the Meeting: Brenda Lopez, Assistant to City Clerk
Prepared by: Jordyn Thomas, Intern
Reviewed by: Cindy Herrera, City Clerk

EXHIBIT A

November 18, 2015

VIA PERSONAL DELIVERY

The Honorable Mayor Richard Kerr
and Honorable Members of the City Council
CITY OF ADELANTO
11600 Air Expressway
Adelanto, CA 92301

Re: Attorney-Client Fee Engagement Agreement

Dear Mayor Kerr and Members of the City Council;

This letter confirms the terms and conditions upon which the Law Offices of Julia Sylva, A Law Corporation (interchangeably, the "Firm" or "Attorneys") will provide legal services to the City of Adelanto (interchangeably, the "City" or "Client"). A written agreement such as the one set forth in this letter is required by California Business and Professions Code section 6148 for most attorney engagements, and is otherwise advisable to minimize the possibility of any misunderstanding between the Firm and its clients.

Please read with care the terms and conditions upon which the Firm is willing to accept acting as your attorneys and representing your interests. If the terms and conditions are acceptable to you, please execute this Engagement Letter. By executing this letter, you are entering into a contract that is binding on both the Firm and you. The purpose of this letter, is therefore, is to set forth the scope of our engagement as legal counsel to you, to confirm that we are in mutual agreement with respect to the same, to set forth the financial arrangements pursuant to our engagement and to verify your approval of such financial arrangements.

The terms and conditions of this Attorney Fee Engagement Agreement ("Agreement") are:

1. CONDITIONS. This Agreement will take effect *immediately.*

2. SCOPE OF ENGAGEMENT AND SERVICES. The Client retains and employs the Firm to represent your interest with respect to those legal services which you request that we perform, initially as set forth in **Exhibits A** and **B**, attached hereto.

3. DUTIES OF CLIENT. We will endeavor to represent you competently in accordance with reasonable legal and ethical standards. You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, to pay our bills on time and to keep us advised of Client's current address, telephone number and whereabouts.

4. RATES AND RETAINER DEPOSIT. Client agrees to pay, and Firm agrees to perform services, at the rates and charges set forth in **Exhibits A** and **B**. The Firm generally requires a retainer deposit, however, as a professional courtesy to the City, no retainer deposit is required at this time.

2700 Cherry Avenue, Suite 101 • Long Beach, CA 90755
t: 562.988.3225 • f: 213.652.1966
e: sylva@sylvalawcorp.com • w: sylvalawcorp.com

5. TERMINATION OF THE FIRM BY THE CLIENT. The Client shall have the right to terminate and discharge the Firm at any time, provided it is in writing. In such event, the Client authorizes the Firm to make and retain a duplicate of the Client's file. The Client agrees to bear all reasonable costs of transferring the matter to the new counsel chosen by the Client. Notwithstanding the termination of the Firm by Client, Client will be obligated to pay Firm for all outstanding reasonable attorney fees and costs incurred, at the rates set forth in **Exhibits A** and **B.** Interim City Attorney – 90 days as of 11.18.15

6. WITHDRAWAL FROM REPRESENTATION BY THE FIRM. We reserve the right to withdraw with at any time with thirty (30) day written notice to Client. Notwithstanding the withdrawal from representation of the Firm, Client will be obligated to pay Firm for all reasonable attorney fees and costs incurred, at the rates set forth in **Exhibits A** and **B.** When the Firm's services conclude, all unpaid charges will immediately become due and payable. After services conclude, the Firm will, upon Client's request, deliver Client's file and property in the Firm's possession, whether or not Client has paid for all services.

7. DOCUMENT STORAGE POLICY. The Firm's policy with regard to documents at the conclusion of a matter is to maintain documents in storage for a period of three (3) years. At the conclusion of that period all documents in a file are destroyed and discarded. If there are any documents or papers you wish removed from your file at the conclusion of a matter, it will be necessary for you to advise us of that request in writing.

8. LEGAL MALPRACTICE INSURANCE. Pursuant to California Rules of Professional Conduct, Rule 3-410, the Firm maintains professional liability insurance applicable to the services to be performed under this Agreement.

9. DISPUTE RESOLUTION. Any dispute which may arise with respect to this Agreement, without limitation, will be resolved pursuant to the laws of the State of California. The exclusive forum for venue for the judicial resolution of such dispute shall be proper only with the County of Los Angeles, in the State of California.

10. ATTORNEY FEES CLAUSE. Notwithstanding Attorney's withdrawal or Client's notice of discharge, without regard to reasons for the withdrawal or discharge, the prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement shall be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered. Client remains obligated to pay Firm for all fees and costs incurred prior to termination any action to enforce payment for services from the date of discharge. Further, the prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded attorneys' fees and costs incurred in in that action or proceeding, including, without limitation, the value of the time spent by the Firm, or any attorneys associated with the Firm, to prosecute or defend such an action, calculated at the hourly rate(s) then normally charged by the Firm to clients which it represents on an hourly basis.

11. DISCLAIMER OF GUARANTEE. The Client understands that the Firm has made no representation or guarantee concerning the favorable termination of this matter or the favorable outcome of any legal proceedings that may be filed or defended on behalf of the Client. Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. The Firm makes no

such promises or guarantees. The Firm's comments about the outcome of the matter are expressions of opinion only.

12. ASSOCIATION OF COUNSEL. Client hereby consents to Association of Counsel by Firm with Of Counsel relationships of the Firm, as needed, in the discretion of the Firm. The Firm's "Of Counsel" relationships are: Law Offices of Daniel Park, A Law Corporation and Acker & Whipple, Attorneys at Law. The association of "Of Counsel" with the Firm will not increase the hourly rates charged in this matter.

13. INTEGRATION. This Agreement represents the entire understanding of Attorneys and Client as to those matters contained herein. No prior verbal or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

14. MODIFICATION IN WRITING ONLY. No variance, change, modification or augmentation of this Agreement shall be effective unless and until confirmed in a writing signed by the Firm and the Client making express reference to this Agreement.

Thank you for choosing the Law Offices of Julia Sylva, ALC, as your counsel with respect to the matter set forth in **Exhibits A** and **B.** If you wish to seek the advice of other counsel in respect to this Agreement, please feel free to do so. If this letter correctly sets forth your understanding of the scope of the services to be rendered to you and if the terms of the engagement are satisfactory, please this Agreement. If the terms and conditions of this Agreement are not satisfactory to you, please let us know in writing. We look forward to working with you and thank you once again for the opportunity to serve you.

Law Offices of Julia Sylva, ALC

By: _____
Julia Sylva, President/CEO

Accepted and agreed to:

CLIENT/CITY:

By: _____
Richard Kerr, Mayor, City of Adelanto

Attachments

EXHIBIT A

SCHEDULE: RATES, COSTS AND EXPENSES

1. **Identification**

Client: City of Adelanto

Matter/Duties: Serve as City Attorney and Bond Counsel, as appropriate, and on any other matters mutually agreed to between the parties to this Agreement. Attorneys to provide general legal services to the City and act as City's General Counsel, and to provide such work relating thereto as may be requested of the lead counsel to provide legal services under this Agreement. Lead counsel shall have the discretion to utilize the services of any it's Of Counsel relationships in connection with the services to be undertaken under this Agreement. Of Counsel Relationships: Olivo & Associates (Eduardo Olivo, Esq.), City of Industry; Acker and Whipple (Stephen Acker, Esq.), Attorneys at Law, Los Angeles; Law Offices of Daniel E. Park, A Law Corporation (Dan Park, Esq.), Los Angeles. The lead counsel designated to act as City Attorney shall be Julia Sylva, unless mutually agreed to otherwise by the parties to this Agreement.

Attorneys shall provide those legal services reasonably required to represent the City in the matter described above including, but not limited to, preparation of agreements and instruments, review of Client documents and applicable laws, legal research, client conferences, and attendance at conferenced with third parties when reasonably required by the City. Attorney shall also take reasonable steps to keep Client informed of significant developments and to respond to Client inquiries.

2. **Rates and Charges for "Retainer Rate" and Additional Services, if applicable:**

a. **Rates:** Client agrees to pay a discounted "retainer rate" for Attorney's legal services for all work performed by the individual designated as lead counsel at the rate of $180.00 per hour for up to the first 50 hours each month devoted to advise on general municipal law matters, including time spent attending office hours, council meetings and commission meetings, and responding to general inquiries from City staff and Council Members. Client agrees to pay for any additional professional legal services at the prevailing hourly designated rates for the services performed by its attorneys and paralegals, except that such rates shall be capped for the individual designated as lead counsel at the rate of $225.00 per hour and for all other's at the rate of $240.00 per hour. Should the term of this Agreement be extended by mutual agreement of the parties, commencing on November 1, 2016, the above-noted "retainer rate" and the rate caps shall automatically increase by five percent (5%) on November 1 of each calendar year.

Attorneys shall charge their standard hourly rates for any matter in which a party other than the City is directly billed or is responsible to reimburse the City for payment of invoices submitted by Attorneys. This includes development projects, and litigation in which the indemnity or other agreements require that the City's fees be paid by third parties, as well as litigation in which the City is deemed the prevailing party and third parties are required by Court Order to pay the City's legal fees. In addition, Attorneys shall be paid for bond services and financing work in the manner as set forth in the attached **Exhibit B.**

b. **Standard Charges:** We charge for our time in minimum units of 0.1 hours (i.e., 6 minutes).

3. **Costs and Expenses:**

a. **At cost:** Long distance telephone, facsimile transmission, telegraph and telex charges; messenger services; research and on-line bureau and record service charges; parking and validations; travel expenses and lodging; meals and refreshments; postage for mail requiring special handling other than U.S. Mail; special printing/binding (from outside vendors); court costs (including filing fees, service of process, deposition costs, etc.); retrieval of files from storage (plus $30.00 per hour staff time, one hour minimum); special materials, etc.

b. **Other:**

Photocopying	In-house: $0.30 per page (minimum 4 copies of any document) Outside service: At cost
Mileage	$0.50 per mile
Travel time	Regular hourly rates
Computer research	At cost, plus facilities surcharge (approximately $5.00/minute)

4. **Statements:** Client shall be responsible for payment of the entire invoices(s) by Attorneys for services rendered and costs incurred. Attorneys shall send Client a statement for fees and costs incurred on a monthly basis. Attorney's statements shall clearly indicate the basis thereof, including the amount, rate, and basis of calculation of Attorney's fees. Statements shall be due and payable immediately upon receipt by Client.

Client shall notify Attorneys promptly in writing if Client disputes any entry for legal services or costs on any statement; and if Client fails to do so within thirty (30) days after receipt thereof, all such entries shall be acknowledged as correct as between Attorneys and Client.

In the event any statement remains unpaid for more than thirty (30) days after receipt, interest thereon at the rate of ten percent (10%) per annum shall be due and payable from the date of the statement until the date of ultimate payment of the statement and all accrued interest.

5. **Service of Documents:** Client has designated Client's City Manager or Interim City Manager, as the case may be, as its authorized representative to provide directions to and serve as the primary person to communicate with Attorney. Unless otherwise directed by Client, Attorneys will transmit all documents, invoices and other writings to Client by personal delivery, U.S. Mail, or transmitting such writings by facsimile or electronic mail to the City Manager or the Interim City Manager, as the case may be.

EXHIBIT B

BOND COUNSEL, DISCLOSURE COUNSEL AND ISSUER COUNSEL SERVICES

Attorney shall provide bond counsel, disclosure counsel and issuer counsel services in connection with the issuance of bonds or other securities by Client, if and when requested by Client. The compensation for those services shall be as follows:

1. BOND COUNSEL FEE SCHEDULE

   a. Each Issue or Series of Tax Allocation Bonds

      $35,000, plus 0.25 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.10 percent of the principal amount in excess of $10,000,000.

   b. Each Issue or Series of Special Assessment Bonds

      $35,000, plus 0.25 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.10 percent of the principal amount in excess of $10,000,000. Assessment district formation (including ballot proceedings) are paid separately at a composite hourly rate of $230 per hour.

   c. Each Issue or Series of Special Tax Bonds

      $35,000, plus 0.25 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.10 percent of the principal amount in excess of $10,000,000. Community facilities district formation (including election proceedings) are paid separately at a composite hourly rate of $230 per hour (or at design rates if Client is reimbursed by a third party.)

   d. Each Issue or Series of Certificates of Participation, Revenue Bonds and 501(c)(3) Bonds

      $35,000, plus 0.25 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.10 percent of the principal amount in excess of $10,000,000.

   e. Each Issue or Series of Multifamily and Single Family Mortgage Revenue Bonds

      $40,000, plus 0.25 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.10 percent of the principal amount in excess of $10,000,000.

2. DISCLOSURE COUNSEL SERVICES FEE SCHEDULE

a. Each Issue or Series of Tax Allocation Bonds

$20,000, plus 0.15 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.08 percent of the principal amount in excess of $10,000,000.

b. Each Issue or Series of Special Assessment Bonds

$20,000, plus 0.15 percent of the principal amount in excess of $5,000,000.

c. Each Issue or Series of Special Tax Bonds

$25,000, plus 0.20 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.10 percent of the principal amount in excess of $10,000,000.

d. Each Issue or Series of Certificates of Participation, Revenue Bonds and 501(c)(3) Bonds

$20,000, plus 0.15 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.08 percent of the principal amount in excess of $10,000,000.

e. Each Issue or Series of Multifamily and Single Family Mortgage Revenue Bonds

$30,000, plus 0.15 percent of the principal amount between $5,000,000 and $10,000,000, plus 0.08 percent of the principal amount in excess of $10,000,000.

3. ISSUER COUNSEL SERVICES FEES

If Attorney's role is to provide only advisory services in connection with a public finance transaction, Attorney shall be paid a composite hourly rate of $300 per hour.

4. JOINT POWERS AUTHORITY

In the event Client forms or is a member of a joint powers authority which has the power to issue bonds or other securities, Attorney shall provide bond counsel, disclosure counsel and issuer counsel services to the joint powers authority in connection with the issuance of bonds or other securities, if and when requested by the joint powers authority. If a joint powers authority is formed, it shall be included in the definition of "Client" for purposes of this Agreement. The compensation for services in connection with service to the joint powers authority shall be as specified herein.

Julia Sylva
California State Bar No. 109979
Martindale & Hubbell Rating: "AV"
(Very High to Preeminent in Ability and Ethics--Lawyer has reached the height of professional excellence and is recognized for the highest levels of skill and integrity.)

EDUCATION:

LOYOLA LAW SCHOOL, LOS ANGELES, CALIFORNIA
Juris Doctor – 1983; Scholarship Recipient

CALIFORNIA STATE UNIVERSITY, LONG BEACH
Bachelor of Arts - 1977
Major: Political Science; Minor: Public Administration

CURRENT EMPLOYMENT:

June 1999 to current

LAW OFFICES OF JULIA SYLVA, ALC
Los Angeles, CA
Sole Shareholder

Represent public entities in general municipal law matters; serve as general and special counsel to public entities in matters related to public finance/disclosure, Brown Act, Public Records Act, Political Reform Act, elections law, housing and economic development matters. Represent private business clients in land use and entitlement matters. Serve as general counsel to small business, corporate and nonprofit clients; provide counsel regarding formation, governance, conflicts of interest, personnel, contracts and business growth and development (*listing of cities will be provided upon request*)

PRIOR EMPLOYMENT:

June 2004 to June 2008

LEWIS BRISBOIS BISGAARD & SMITH LLP
Los Angeles, CA
Partner

Member of Public Law Practice Group, represented cities, counties, redevelopment agencies, and community college districts in public law matters. Served as City Attorney, Redevelopment Agency Counsel and Planning Commission Counsel. Represented public agencies in public finance matters and conducted government affairs for private clients.

April 1996 to May 1999

FRANDZEL & SHARE, P.C.
Los Angeles and San Francisco, CA
Equity Partner

Member of Government Law Practice Group, represented issuers and banks in municipal finance transactions in matters related to letters of credit, liquidity support, and other forms of credit enhancement. Served as counsel to cities, redevelopment agencies and planning commissions.

January 1984 to April 1996	OCHOA & SILLAS Los Angeles and Sacramento, CA; Washington, D.C. and Mexico City Partner
	Member of Public Law Department; practiced public finance, general public law and redevelopment law, and legislative advocacy; served as bond counsel, disclosure counsel, city attorney, redevelopment agency counsel and city prosecutor to various municipalities throughout the State of California. Represented various private clients in real estate and environmental law matters.
August 1983 to December 1984	LAW OFFICES OF MICHAEL B. MONTGOMERY, ALC San Marino, CA Associate Attorney/Law Clerk
	Assigned to redevelopment and political law matters with a special emphasis in eminent domain (inverse and direct condemnation, including partial takings and goodwill analysis); served as city attorney and city prosecutor, rendered advice re land use, planning, zoning, and code enforcement.
June 1980 to June 1983	SIMMONS, RITCHIE, SEGAL AND STARK, APC Los Angeles, CA Law Clerk
	Assisted in research and drafted opinions re various legal topics relating to municipal, redevelopment, eminent domain, and corporate law matters.

POLITICAL EXPERIENCE:

1976-1980	Elected to the City Council, City of Hawaiian Gardens; served as Mayor (two terms); Mayor Pro Tempore; and Member of the City Council; the youngest and first woman ever elected to a city council (elected with the highest voter turnout in the City's history). Ms. Sylva is the first Latina Mayor in the United States (Source: *U.S. Conference of Mayors*). Served as Member of the Redevelopment Agency, City of Hawaiian Gardens; served as Chairperson, Vice Chairperson, and Member of the Board of Directors (1976-1980)

PUBLISHED ARTICLES:

- *A Summary of Ethics Laws in California* (2009, *The Beachcomber);*
- *Take the Initiative*: An Overview of the Referendum, Initiative and Recall Process in California (2008, *The Beachcomber*).
- Democracy Benefits from City Councils with Open Meetings (*L. A. Daily Journal*, 2005);
- *The Importance of Being Earnest:* Ethics and Public Officials (2008, *The Beachcomber)*
- *The Fundamentals of Municipal Finance for the Elected Official* (Southwest Voter Registration and Education Project);
- *Redevelopment and Disclosure and SEC Rule 15c2-12*; *The Power of Kings, Powers of Eminent Domain;* and *The Machinations of a Sale, Re Purchase and Sale of RDA property* (CRA Newsletters);
- *Brown Act for the Public Official* (*Public Law Journal*, State Bar, 2006).

PUBLIC SPEAKING:

- Advanced Zoning and Land Use (Lorman Group, August 2007);
- Land Use and Entitlements (Los Angeles County Bar, 2005);
- Ethics in Government (June 2004);
- Free Open Government Forum, Co-Sponsored by CalAware.org and Los Angeles Press Club (January 8, 2005);
- The Brown Act (Lorman Group, 2003 -2007);
- Public Records Act & Open Meetings (Lorman Group, 2003-2007);
- Broadband Access and Privacy (Latinos in Technology Conference, 2002 and 2003);
- The Fundamentals of Redevelopment Law (California Contract Cities Association, 1993)

PROFESSIONAL AND COMMUNITY INVOLVEMENT:

- Loyola Law School Alumni Board of Governors (2010 to current);
- Judicial Profile Project Committee, L.A. County Bar Association (2008 to current);
- Latino Community Advisory Committee, California State University, Long Beach (appointed by the President, CSULB) 2007;
- California Law Revision Commission (appointed by Governor Davis, 2002-2004);
- Commission on Technology in Learning, State of California; drafted Statewide Master Plan re Technology K-14 (appointed by Senate Rules Committee, 1999-2002);
- Los Angeles County Citizen's Economy and Efficiency ("Government Accountability") Commission, served as Chair, Economic Development Task Force and Member of Executive Committee (appointed by Supervisor Gloria Molina, 1993-2005);
- Women in Public Finance, Los Angeles Chapter (Founding Member and Vice President);
- National Women's Political Caucus, LA Metro, President and Founding Member;
- Mexican American Bar Association, Political Action Committee, (Founding Member);
- California Redevelopment Association (Member); Brownfields Subcommittee (Member);
- Inner-City Internet and Franchise Foundation ("IIFF") (Founder) seeking to close the gap in the Digital Divide;
- California State Bar, Executive Committee, Public Law Section, Member of Outreach Subcommittee and Interagency Securities Law Enforcement Task Force (Term: 1995-1998); and
- Local Government Political Action (Federal) Commission, Appointed by Former President Carter, served as Vice-Chair under Maynard Jackson, Chair (1978-1980).

EXHIBIT B

ORDINANCE NO. 539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, ADDING SECTION 17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION

WHEREAS, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, and to ensure that patients and their primary caregivers who obtain and use marijuana for medical purposes upon the recommendation of a physician are not thereby subject to criminal prosecution or sanction. The Act further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The State enacted SB 420 in 2004 (codified as Health and Safety Code Section 11362.7 *et seq.*) to clarify the scope of The Compassionate Use Act of 1996, facilitate the prompt identification of qualified patients and primary caregivers, avoid unnecessary arrest and prosecution of these individuals, provide needed guidance to law enforcement officers, promote uniform and consistent application of the Act, and enhance the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects and to allow local governing bodies to adopt and enforce rules and regulations consistent with SB 420; and

WHEREAS, Health and Safety Code section 11362.83 provides that local governments are free to adopt laws that are consistent with State law, and as such, it is up to each jurisdiction to decide if it will allow medical cannabis cooperatives or collectives, in what zones, and under what regulations; and

WHEREAS, In August 2008, the Attorney General of the State of California set forth Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use ("Guidelines"); and

WHEREAS, the California Supreme Court empowers local incorporated cities and counties to enact laws or regulations pertaining to medical marijuana cultivation, dispensing, manufacturing, or distribution pursuant to city zoning powers that the city or counties governing body allows which including either expanding and allowing such activity within its city zoning area or can restrict, ban or prohibit within its zoning area; and

WHEREAS, the State of California recently adopted AB 243, AB 266, and SB 643 to clarify legal requirements pertaining to medical marijuana; and

WHEREAS, the City of Adelanto ("City") wishes to comply with California Law ("State law") and allow for cultivation of medical marijuana; and

WHEREAS, it is the purpose and intent of this Chapter to regulate medical marijuana in a manner that is consistent with State law and which promotes the health, safety, and general

welfare of the residents and businesses within the incorporated City of Adelanto and limits impacts associated with marijuana cultivation; and

WHEREAS, the City of Adelanto intends to be on the forefront in the field of medical cannabis. Scientific research, studies and data has established that cannabis helps patients with a vast array of medical conditions that affect the vast majority of human beings across the globe; and

WHEREAS, nothing in this Section shall be construed to allow persons to engage in conduct that endangers others or causes a public nuisance as defined herein, allow the use or diversion of marijuana for nonmedical purposes, or allow any activity relating to the cultivation, distribution or consumption of marijuana that is otherwise illegal under California State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ADELANTO DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Section 17.80.080 (Cultivation of Medical Marijuana) is hereby added to the City Municipal Code is to read in its entirety as follows:

Section 17.80.080 Cultivation of Medical Marijuana

(a) The purpose and intent of this Section is to regulate the cultivation of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

(b) For purposes of this Section, the following definitions shall apply, unless the context clearly indicates otherwise:

(1) "City" means the City of Adelanto, California, a Charter Law City.

(2) "City Manager" means the individual duly appointed by a majority of the City Council of the City to serve in the capacity as executive officer of the City on a permanent or interim basis.

(3) "Cultivation" or "marijuana cultivation" means cultivation of medical cannabis and industrial hemp either indoor or within external greenhouses.

(4) "Fully enclosed and secure structure" means a space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.

(5) "Indoors" means within a fully enclosed and secure structure.

(6) "Medical Marijuana" and "Medical Cannabis" are defined in strict accordance with California Health and Safety Code section 11362.5 and 11362.8 *et seq.*

(7) "Outdoors" means any location within the City that is not within a fully enclosed and secure structure.

(8) "Permit" means a business license to own, operate and manage a Medical Marijuana facility for cultivation purposes only, pursuant to the terms and conditions of this Ordinance.

(9) "Permitee" means an applicant who has applied for and has been issued a business license by the City for a Medical Marijuana Cultivation Permit pursuant to the terms and conditions of this Ordinance.

(10) "Primary caregiver" means a "primary caregiver" as defined in Section 11362.7(d) of the Health and Safety Code, as may be amended from time to time.

(11) "Qualified patient" means a "qualified patient" as defined in Section 11362.7(f) of the Health and Safety Code.

(c) All outdoor cultivation of marijuana within the City is prohibited. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City to cause or allow such parcel to be used for the outdoor cultivation, manufacture, or research of marijuana.

(d) It is hereby declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any property in the City to cause or allow such property to be used for the indoor cultivation of marijuana plants within a fully enclosed and secure structure on the property, except as provided in subsections (d)(1) and (d)(2) of this section.

(1) Indoor Cultivation Standards. Indoor Medical Marijuana Cultivation, within the City, shall be in conformance with the following standards:

A. Indoor Medical Marijuana Cultivation shall only be considered upon application and approval of a Marijuana Cultivation Permit in accordance with the criteria and process set forth in this Section.

B. Indoor Medical Marijuana Cultivation is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park. No Medical Marijuana Cultivation shall be established, developed, or operated within two

thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Cultivation is, or will be located, to the nearest property line of those uses describe in this Subsection.

C. Indoor Medical Marijuana Cultivation is allowed only within fully enclosed and secure structures inaccessible to minors.

D. Indoor Medical Marijuana Cultivation shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

E. From a public right-of-way, there shall be no exterior evidence of Indoor Medical Marijuana Cultivation.

F. Indoor Medical Marijuana Cultivation shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

G. No more than six (6) Medical Marijuana Cultivation Permits shall be issued and valid at any one time in the City.

H. The Medical Marijuana Cultivation facility shall comply fully with all of the applicable restrictions and mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Cultivation facility shall comply with all size requirements for such facilities imposed by State law. The Medical Marijuana Cultivation facility shall not engage in any activities not allowed at cultivation facilities pursuant to State law. The Medical Marijuana Cultivation facility shall comply with all horticultural, labeling, processing, and other standards required by State law.

I. There is no set restriction on the hours of operation of a Medical Marijuana Cultivation facility; however one may be established as a condition of approval of the Conditional Use Permit.

J. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

K. All Medical Marijuana Cultivation facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

L. Any Medical Marijuana Cultivation facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a "point of sale" within Adelanto for sales tax purposes.

M. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Cultivation facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Cultivation facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

N. Signage for the Medical Marijuana Cultivation facility shall be limited to name of business only and in compliance with the City's sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

O. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana Cultivation facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Cultivation facility.

P. Physician services shall not be provided on the premises. "Physician services" does not include social services, including counseling, help with housing and meals, hospice and other care referrals which may be provided on site.

Q. The building in which the Medical Marijuana Cultivation facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all requirements of state law pertaining to cultivation of marijuana as such state laws are amended is also required.

R. The Medical Marijuana Cultivation facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Cultivation facility shall not be operated as a medical marijuana dispensary.

S. Provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Cultivation facility. The Medical Marijuana Cultivation facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police or planning departments.

T. Any and all Permits permitting the operation of a Medical Marijuana Cultivation facility shall expire and be null and void ten (10) years after issuance to the Permitee, unless otherwise extended by the City Manager, in writing.

(2) Marijuana Cultivation Permit. Prior to initiating operations and as a continuing requisite to conducting operations, the legal representative of the persons wishing to obtain a Marijuana Cultivation Permit shall obtain said permit from the City Manager under the terms and conditions set forth in this Section. The legal representative shall file an application with the City Manager upon a form provided by the City and shall pay a filing fee as established by resolution adopted by the City Council as amended from time to time. An application for a Marijuana Cultivation Permit shall include, but shall not be limited to, the following information:

A. An estimate of the size of the Indoor Medical Marijuana Cultivation facility.

B. The address of the location for which the Marijuana Cultivation Permit is sought.

C. A site plan and floor plan of the premises denoting all the use of areas on the premises, including storage, cultivation areas, lighting, signage, etc.

D. A security plan including the following measures:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 120 concurrent hours of digitally recorded documentation in a format approved by the City Manager. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not

limited to, the storage areas, cultivation areas, all doors and windows, and any other areas as determined by the City Manager;

2. The facility shall be alarmed with an alarm system that is operated and monitored by a recognized security company;

3. Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the cultivation facility;

4. The entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed; and

5. All windows on the building that houses the cultivation facility shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.

E. The name and address of any person who is managing or responsible for the Indoor Medical Marijuana Cultivation activities, and the names and addresses of any employees, if any, and a statement as to whether such person or persons has or have been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received for such conviction(s).

F. The name and address of the owner and lessor of the real property upon which the Indoor Medical Marijuana Cultivation is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a Medical Marijuana Cultivation Facility will be operated on his/her property.

G. Authorization for the City Manager to seek verification of the information contained within the application.

H. Evidence that the Indoor Medical Marijuana Cultivation facility is organized in a legal structure compliant with all applicable laws of the State of California.

I. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

J. Any such additional and further information as is deemed necessary by the City Manager to administer this Section.

K. The City Manager shall conduct a background check of any applicant for a regulatory permit, including any person who is managing or is otherwise responsible for the activities of the cultivation facility, and any employee, and shall prepare a report on the acceptability of the applicant's background and the suitability of the proposed location. Upon completing the review process, the City Manager shall issue a regulatory permit to any applicant that meets all the City requirements for said permit, unless the City Manager finds that:

1. The applicant has made one or more false or misleading statements, or omissions on the application or during the application process;

2. The proposed Indoor Medical Marijuana Cultivation facility is not allowed by state or local law, statue, ordinance, or regulation, including this Code, at a particular location;

3. The applicant is not a Primary Caregiver or Qualified Patient or the legal representative of the Indoor Medical Marijuana Cultivation facility;

4. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility, or any employee, if any, has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, with the exception of marijuana related offenses for which the conviction occurred prior to passage of Compassionate Use Act. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of *nolo contendere*;

5. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility has engaged in

unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has not satisfied each and every requirement of this Section.

L. Based on the information set forth in the application and the City Manager's report, the City Manager may impose reasonable terms and conditions on the proposed operations in addition to those specified in this Section.

M. The City Manager will accept applications for Medical Marijuana Cultivation Permits during a thirty (30) day period after adoption (Second Reading) of this Ordinance. Such thirty (30) day time period plus an additional seven (7) days to complete the reviews and the preparation of the reports called for in this Section shall be deemed the "Application Period." Applications that have been determined to be qualified by the City Manager during the Application Period shall be considered by the City Manager for ultimate review and consideration. The City Manager shall rank all qualified applications in order of those that best satisfy the requirements of this Section and provide the highest level of service and opportunities for residents of the City of Adelanto based on the requirements of this Section and the following criteria: 1) the operations plan for the facility; 2) the security plan for the facility; 3) the experience of the operators of the facility; 4) the adequacy of capitalization for the facility and operation; and 5) the employment and other public benefits to the City of Adelanto. The City Manager may issue a reasonable number of Medical Marijuana Cultivation Permits, as determined by the City Manager, in his or her exclusive discretion, pursuant to the terms and conditions of this Ordinance. Within thirty (30) after issuance of Medical Marijuana Cultivation Permits, the City Manager shall submit a written report to the City Council stating which were issued Medical Marijuana Cultivation Permits.

N. The obligations of the Indoor Medical Marijuana Cultivation facility, including all on-going and continuing obligations required pursuant to any provision of this Section or as may be provided in any conditional approval of the City Manager, shall be set forth in a covenant running with the land or the leasehold interest, approved as to form by the City Attorney, and enforceable by the City. Such covenant shall also provide that the Indoor Medical Marijuana Cultivation facility shall annually provide to the City Manager an updated application containing the information

contained in Subsection (d)(2)A-J. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, and expressly does not waive sovereign immunity, with respect to medical marijuana, or for the activities of any Indoor Medical Marijuana Cultivation facility. Upon receiving possession of a Medical Marijuana Cultivation Permit as provided in this Section, the facility shall:

1. Execute an Indemnification Agreement, prepared by the City, wherein, among other things, Permitee shall fully indemnity the City for any and all litigation that may arise in furtherance of this Ordinance;

2. Carry insurance in the amounts and of the types that are acceptable to the City Manager;

3. Name the City as an additionally insured;

4. Agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the issues of such approval; and

5. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

O. All Medical Marijuana Cultivation facilities shall be required to enter into an agreement with the City that fully reimburses the City for all costs of the City resulting from the existence of such facilities in the City and provides the City with revenue to offset the potential deleterious effects of the location of Medical Marijuana Cultivation facilities within the jurisdiction of the City.

P. Enforcement

1. Recordings made by the security cameras shall be made available to the City Manager upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials;

2. The City Manager, or the City Manager's designee, shall have the right to enter the Indoor Medical Marijuana Cultivation facility from time to time unannounced for the purpose of making reasonable inspections to observe and

enforce compliance with this Section and all laws of the City and State of California;

3. Operation of the cultivation facility in non-compliance with any conditions of approval or standards of this Section shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this Code;

4. The City Manager may revoke a Medical Marijuana Cultivation Permit if any of the following, singularly or in combination, occur:

   (a) The City Manager determines that the Indoor Medical Marijuana Cultivation facility has failed to comply with this Section, any condition or approval, or any agreement or covenant as required pursuant to this Section;

   (b) Operations cease for more than 90 calendar days, including during change of ownership proceedings;

   (c) Ownership is changed without securing a regulatory permit;

   (d) The Indoor Medical Marijuana Cultivation facility fails to maintain 120 hours of security recordings; or

   (e) The Indoor Medical Marijuana Cultivation facility fails to allow inspection of the security recordings, the activity logs, or of the premise by authorized City officials.

5. Any decision regarding the revocation of a Medical Marijuana Cultivation Permit may be appealed to the City Manager. Said appeal shall be made by a notice of appeal from the person appealing within thirty (30) days from the date of the decision. The appeal shall be accompanied by a fee, which shall be established by resolution of the City Council amended from time to time, and a written, verified declaration setting forth the basis for the claim that the permit was improperly approved, denied, conditioned or revoked.

Q. Any and all permits, rights or entitlements permitting the operation of a Medical Marijuana Cultivation facility shall expire and be null and void ten (10) years after issuance to each respective Permitee, unless otherwise extended by the City Council. Unless extended, upon the conclusion of the ten (10) year time period, Medical Marijuana Cultivation facilities for the expired Permitee shall be a prohibited use and any rights obtained pursuant to this Section or any other rules or agreements shall cease as to the respective Permitee.

R. A Medical Marijuana Cultivation Permit issued pursuant to this Section is fully transferable upon written consent of the City Manager, which shall not be unreasonably withheld. Failure to obtain written consent of transfer of permit shall be grounds for revocation.

Section 3. Recognizing that there is a potential conflict between Federal and State law, it is the City Council's intention that this Chapter shall be deemed to comply with California law as established by the "Compassionate Use Act" (codified as Health and Safety Code § 11362.5 *et seq.*), the Medical Marijuana Program Act" (codified as Health and Safety Code § 11362.7 *et seq.*), and all other State laws and regulations pertaining to medical marijuana.

Section 4. The City Council determines that it is in the best interest of the residents of the City to allow cultivation facilities that comply with the Guidelines to be established and operated as permitted uses within certain areas of the City subject to the regulations and restrictions provided in this Ordinance. It is the City Council's intention that nothing in this Chapter shall be construed to:

1. Allow persons to engage in conduct that endangers others or causes a public nuisance;

2. Allow the use of marijuana for non-medical purposes of any kind; or

3. Allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise not permitted under State law.

Section 5. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act pursuant to Section 15061 (b) (3) and 15305 of the Guidelines, in that the amendment does not have the potential for causing a significant effect on the environment.

Section 6. No use, business, or activity of any kind which distributed or cultivated marijuana prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Zoning Code and such use shall not be entitled to claim legal nonconforming status.

Section 7. If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal or unenforceable by any court of competent jurisdiction, or contravened by reason or preemptive legislation, then such section or provision shall be severed

and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect.

Section 8. By regulating Indoor Medical Marijuana Cultivation facilities, the City of Adelanto is only assuming an undertaking to preserve the general welfare through the provision of a method of implementing the Compassionate Use Act. The City Council is not assuming, nor is it imposing on its officers and employees, an obligation for which a breach thereof would expose the City to a liability in money damages to any person who claims that such breach proximately caused injury. To the fullest extent permitted by law, the City shall assume no liability whatsoever, and expressly does not waive sovereign immunity, with respect to any provision of this Ordinance or for the activities of any Indoor Medical Marijuana Cultivation facility. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Chapter shall not become a personal liability of any public officer or employee of the City. Nothing in this Ordinance shall be deemed or considered in any respects to constitute authorization to violate any state or federal law.

Section 9. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

PASSED, APPROVED AND ADOPTED THIS 23rd DAY OF NOVEMBER, 2015.

_____
Rich Kerr
Mayor, City of Adelanto

_____
Cindy Herrera, MMC, City Clerk

APPROVED AS TO FORM:

_____
Julia Sylva, City Attorney

I, Cindy Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Ordinance No. 539 was duly introduced for the first reading on the 18th day of November, 2015 and regularly adopted at a adjourned regular meeting of the City Council of the City of Adelanto on this 23rd day of November, 2015, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on this 23rd day of November, 2015.

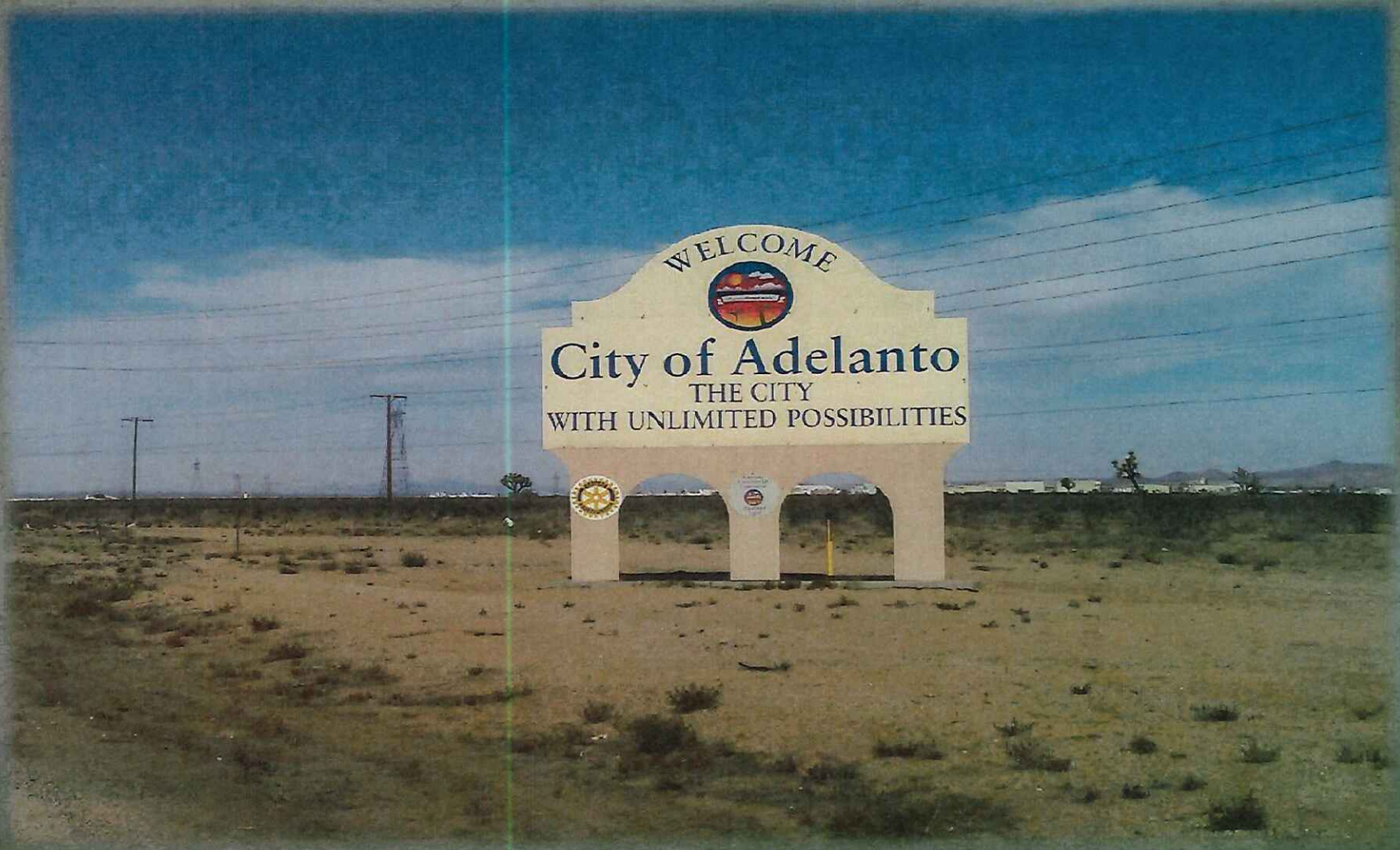
_____

Cindy Herrera, MMC
City Clerk

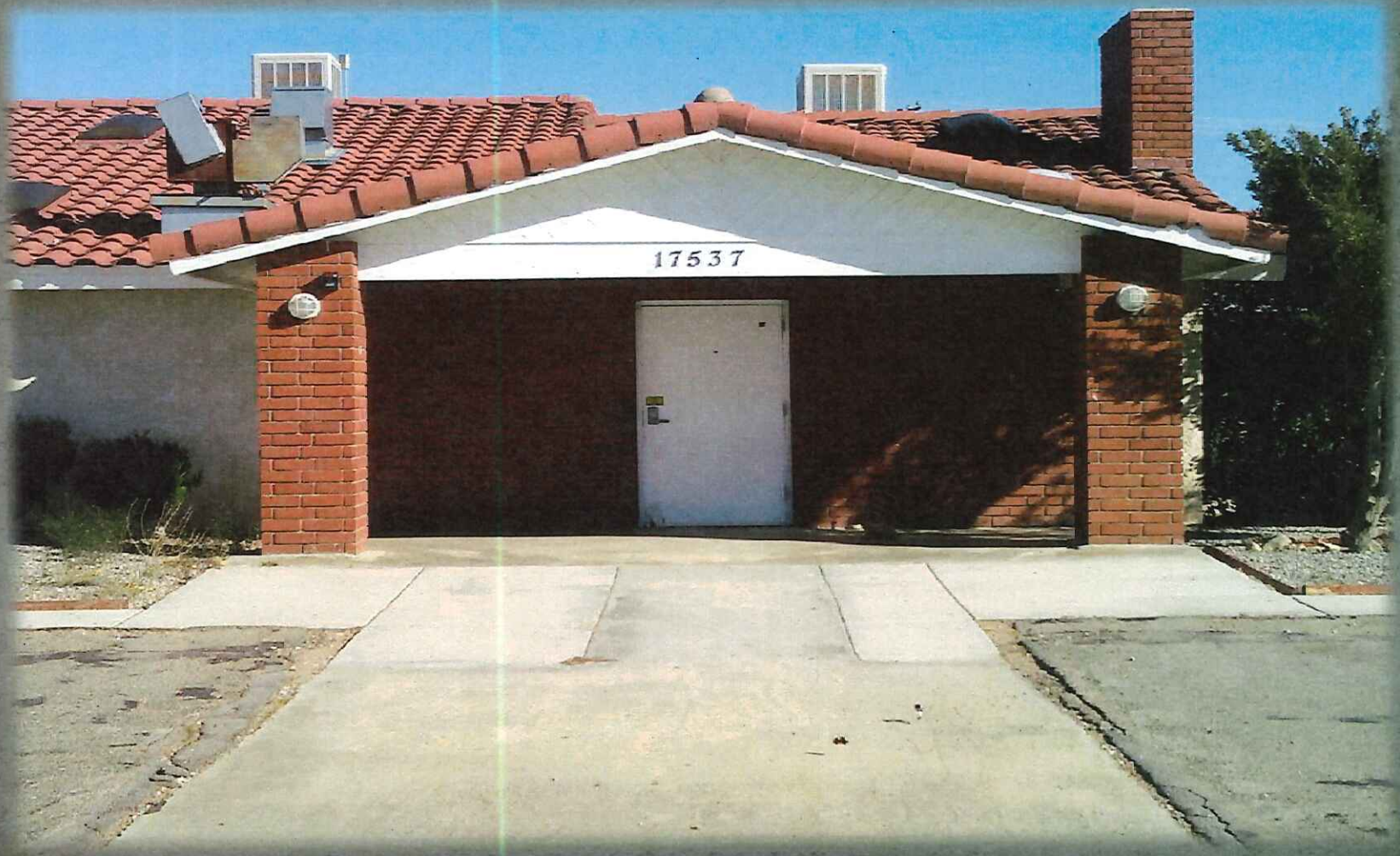
SEAL

EXHIBIT C

Unlimited Possibilities



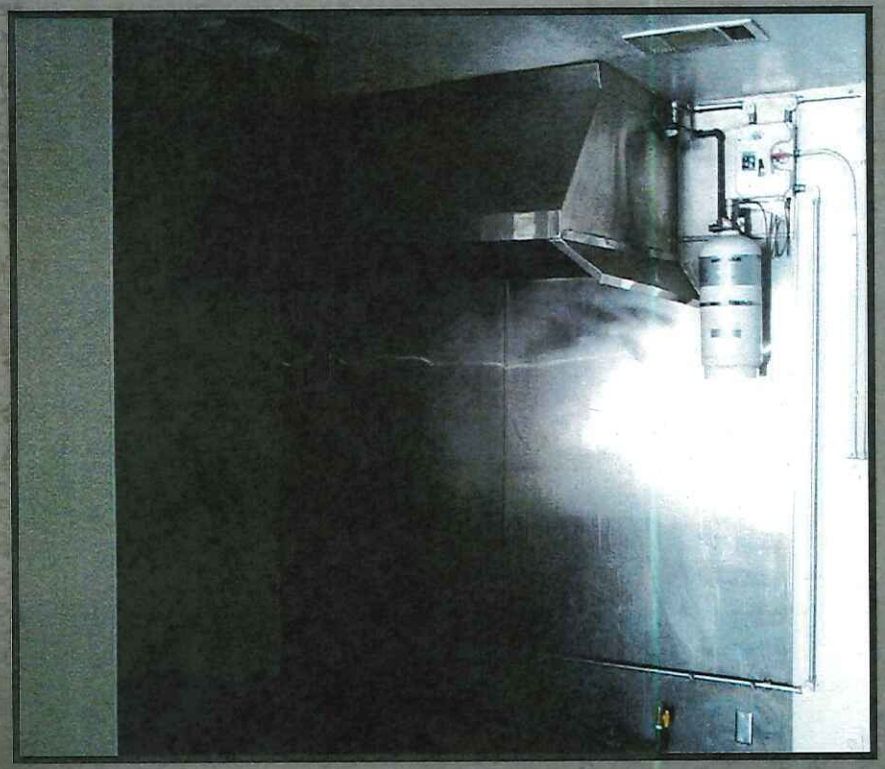
Adelanto Activities Center



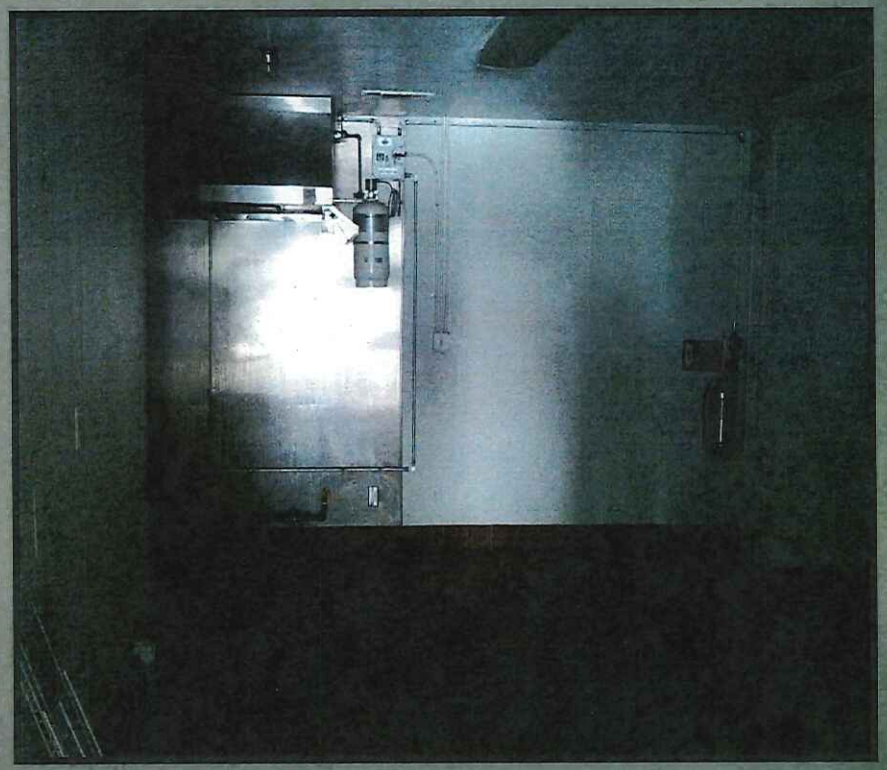
Large Facility 4857 SF

Full Size Kitchen

Commercial Hood



Large Cooking Area

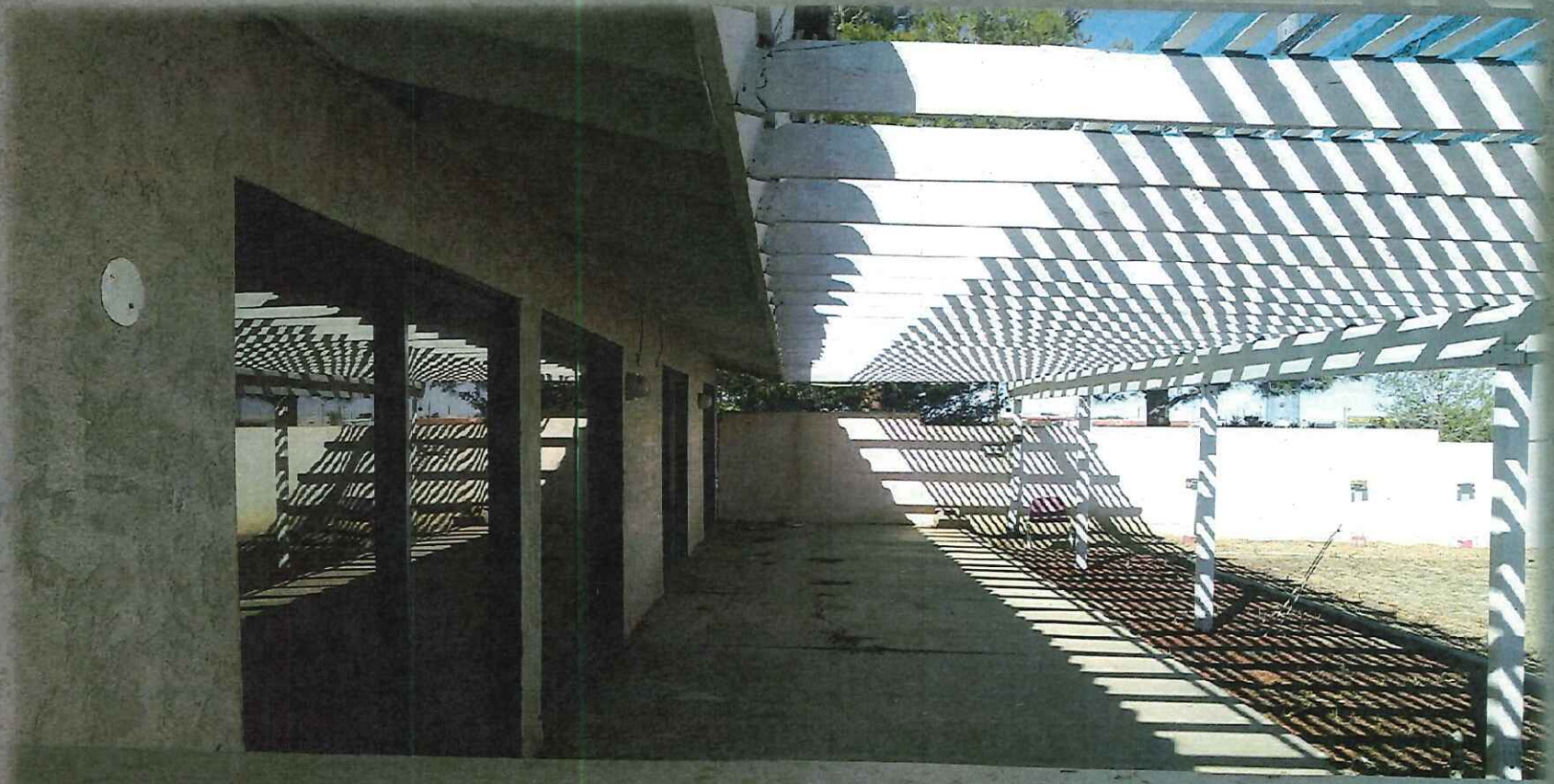


Large Rooms

Educational rooms

Computer Training

Large Patio Space for fundraisers and Luncheons



Plenty of Parking

Room to Grow

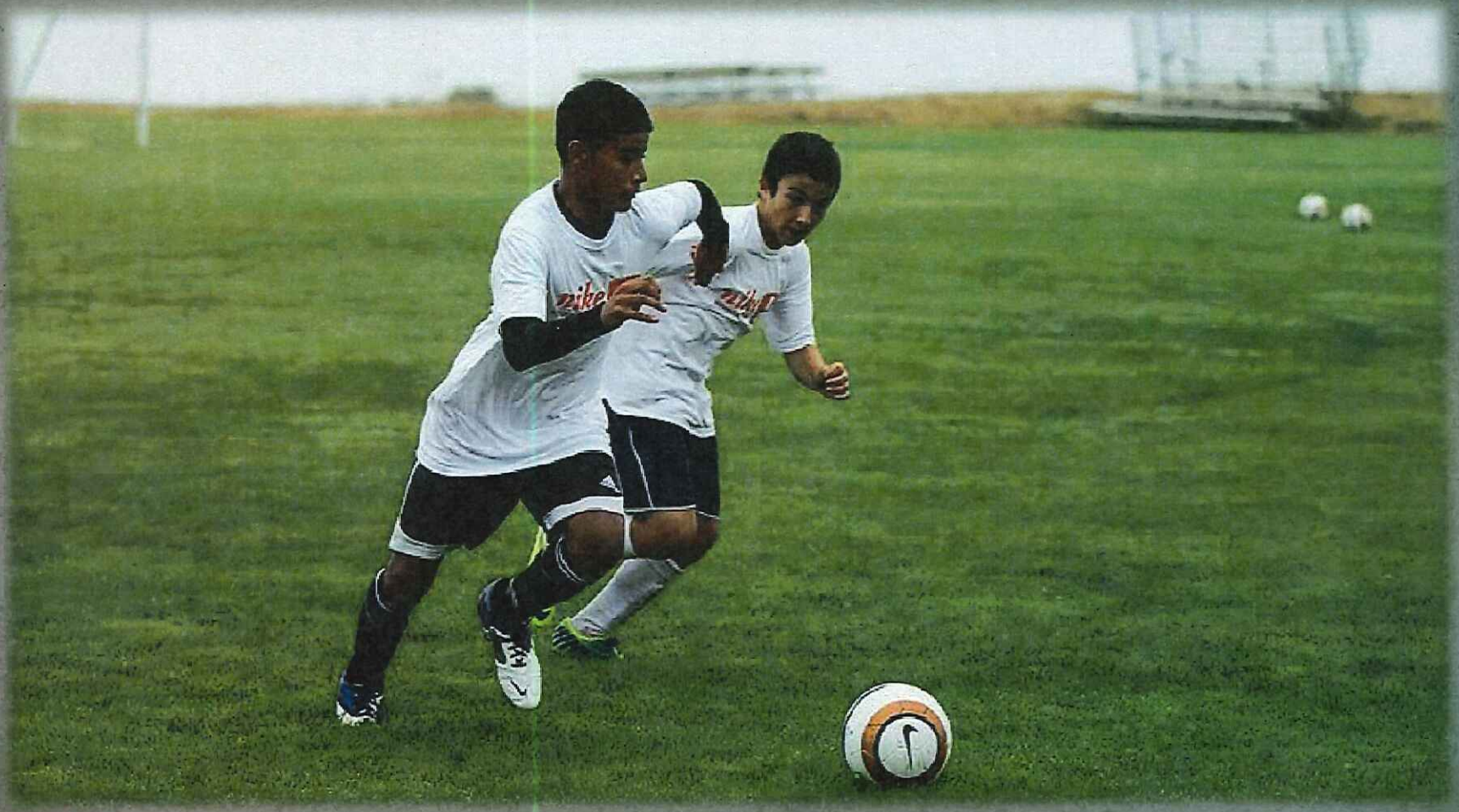
Basketball and Court Games

Religious Services

Sports Activity League

Indoor/Adult Soccer

Boys/Girls Soccer



Close Proximity to City Hall

Close proximity to School District

Hwy 395 Exposure

In Conclusion

Purchase Price $320,000	At market Value
Money returned to the City	Financial return
Start up fund.	Employment
Close proximity to City Hall	City Events
Close proximity to School District	School Meeting
Soccer Field	Sports Activities
Class Rooms	Adult Education
Large Rooms	Multipurpose

MINUTES OF THE
REGULAR MEETING
OF THE ADELANTO CITY COUNCIL,
ADELANTO PUBLIC UTILITY AUTHORITY,
ADELANTO COMMUNITY BENEFIT CORPORATION,
AND THE SUCCESSOR AGENCY BOARD

NOVEMBER 23, 2015

A. CALL TO ORDER – REGULAR MEETING

Mayor Kerr reconvened the regular meeting at 7:06 p.m.

Council Members present: Camargo, Glasper, Woodard, Mayor Pro Tem Wright, and Mayor Kerr

Staff present: Interim City Manager Herrera, Interim City Attorney Sylva, and Deputy City Clerk Lopez

Invocation by: Misty Kerr, resident.

The flag salute was presented by Mayor Kerr.

B. CONFLICT OF INTEREST

None.

C. DELETIONS/ADDITIONS TO AGENDA

None

D. PUBLIC COMMUNICATIONS

1. *David Fluhart:* He is Executive Director for a political party called Yeezus Clowns. They exploit the internet for money. Over the next year they want to silk screen t-shirt and wanted to develop a factory in Adelanto.

2. *Dr. Gomez:* He emphasized the view of the Adelanto School Districts view. He mentioned they will be feeding 1,000 people for Thanksgiving.

3. *Joy Jeannette:* She wished everyone a happy and blessed Thanksgiving. She mentioned Shad will be a Santa Claus. She mentioned the event they are putting on for the 5th year. Shad stated his wife made his Santa Outfit. She mentioned this event will be held at the homeless shelter on Christmas Eve.

4. *Aaron Cromer:* He talked about wanting a park to be built for the kids, especially on the north side.

5. *ET Snell:* He brought up the issue with Prop 218. This involves the taxation of medical marijuana. He mentioned that this will not bring revenue to the City. He talks about Rentan & Tucker. He also mentioned Dino Defazio and wanted an independent investigation.

6. *FJ Abercrombie:* He came back to talk about the zoning issue in Adelanto. There are issues with selling property in these locations.

E. CONSENT CALENDAR

MOTION: Moved by Woodard, seconded by Mayor Pro Tem Wright to approve the Consent Calendar as presented.

1. Motion waiving the full reading of all ordinances and resolutions. Titles for ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Approval of 2nd reading of Ordinance No. 539 entitled:

ORDINANCE NO. 539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, ADDING SECTION 17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION

CLERKS NOTE: There was a discussion before approval.

Mayor Pro Tem Wright had concerns regarding too many cultivation facilities stacked next to each other. He also does not know where the point of sale would be.

Senior Planner De Manincor specified that issue

Mayor Kerr mentioned taxation.

Mayor Pro Tem Wright had an issue with the 50% minimum of residential employees. He felt that would be illegal.

Interim City Attorney Sylva said they can adjust that as a clerical error.

Mayor Pro Tem Wright reiterated his issue with the distance between facilities.

Senior Planner De Manincor mentioned that there are already businesses currently in some of those areas.

Mayor Pro Tem Wright mentioned the research aspect of this Ordinance.

Senior Planner De Manincor stated that it is not currently allowed by California State Law to conduct research, but if approved eventually, they can do so in Adelanto.

Council Member Glasper asked what size would the research buildings be if they could do so.

Senior Planner De Manincor stated that research labs are generally smaller the cultivation facilities.

Council Member Glasper wanted to see a possibility of research.

Mayor Pro Tem Wright wanted clarity with regards to the City Manager and the barriers in which a license can be pulled or not.

Interim City Attorney Sylva stated that they have to comply with the requirements listed in the Ordinance.

Mayor Pro Tem Wright wanted it to be able to be pulled after a certain time frame if they are not up and running.

Interim City Attorney Sylva stated they don't have to have that compliance listed.

Senior Planner De Manincor stated they have time limits on the entitlements. They can request extensions which can be approved or denied.

It was discussed that the Ordinance itself does not have a time period, but other entitlements require a certain time period itself.

Council Member Camargo was disappointed without having a cap on the amount of permits.

Senior Planner De Manincor mentioned that this was recommendation from Interim City Attorney Sylva with research from other cities.

Mayor Pro Tem Wright had concern with a specified verbage with regards to the City Manager and the transferability of the permits.

Interim City Attorney Sylva stated it can be a clerical correction.

Mayor Pro Tem Wright was curious about the Oversight Board and the security of these facilities. He wanted to know after their seated, they get the same authority as the City Manager.

Senior Planner De Manincor explained that is purely for compliance and would make sure the City Manager had the correct information.

Council Member Glasper wanted the Oversight Board to have flexibility with the inspection and base taxation off of square footage.

Senior Planner De Manincor emphasized that they will not discuss tax tonight. He mentioned they can check whenever they deem necessary.

Mayor Kerr wanted to thank the fellow City Council Members and the residents on this issue for the past 8 months.

Motion carried 4-1. (Glasper, Woodard, Mayor Pro Tem Wright, and Mayor Kerr voting yes) (Camargo voting no.)

F. ITEMS REMOVED FROM THE CONSENT CALENDAR

None

G. CITY MANAGERS ANNOUNCEMENTS AND/OR REPORTS

None

H. CITY COUNCILS ANNOUNCEMENTS AND/OR REPORTS

Mayor Pro Tem Wright had issues with the Water Department. He believes things are not being fixed in a timely manner. He wanted the City to review to contract. The employees are getting paid by Adelanto while they are working in other cities. He also thanked Shea for writing a good article in The Daily Press about Adelanto.

Council Member Woodard wanted to thank Shad for picking up weeds. He stated that they are the first City in California to pass an Ordinance like this. He also mentioned the Christmas Parade coming back.

Council Member Camargo mentioned the investors that are there. He is asking that they respect the residents of Adelanto. He said based on his research there is negativity behind this business. He mentioned his non-profit organization feeding the homeless. He would like a direction for a location this year to do this.

Council Member Glasper mentioned the High Desert Food Bank Committee. He talked about the mail man bringing by blue bags to fill with food to drop off at the post office. He asked to donate.

Mayor Kerr mentioned Dec 3, 2015 will be the tree lighting ceremony. Also on December 9, 2015 will be the Anniversary of the City.

I. ADJOURNMENT

The Regular Meeting of the City Council will be held on December 9, 2015, at 7:00 p.m. Unless a Special Meeting is called.

There being no further business the Chair entertained a motion to adjourn the meeting at 7:54 p.m.

MOTION: Moved by Mayor Pro Tem Wright, seconded by Mayor Kerr.

Motion carried unanimously 5-0 (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes.)

_____
Rich Kerr, Mayor

_____
Cindy Herrera, City Clerk, MMC

Clerk of the Meeting: Brenda Lopez, Deputy City Clerk
Prepared by: Jordyn Thomas, Intern
Reviewed by: Cindy Herrera, City Clerk

MINUTES OF THE REGULAR MEETING OF THE ADELANTO CITY COUNCIL, ADELANTO PUBLIC UTILITY AUTHORITY, ADELANTO COMMUNITY BENEFIT CORPORATION, AND THE SUCCESSOR AGENCY BOARD

DECEMBER 9, 2015

A. CALL TO ORDER – CLOSED SESSION

The Adelanto City Council held a Closed Session on Wednesday, December 9, 2015, in Conference Room 1 of the Governmental Center located at 11600 Air Expressway, Adelanto, California. Mayor Kerr called the meeting to order at 5:11 p.m.

Council Members present: Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr

Staff present: Interim City Manager Herrera, Interim City Attorney Sylva, and Deputy City Clerk Lopez.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Interim City Attorney Sylva announced closed session items.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(4) .

   THREE CASE(S) WHERE, IN WHICH THE CITY COUNCIL IS DECIDING WHETHER TO INITIATE LITIGATION.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8

   (1) Property: APN 0459-354-07

   Agency Negotiator on Property: Julia Sylva, Interim City Attorney

   Negotiating Parties: City of Adelanto and CPI Capital Properties

   Under Negotiation: Price and Terms of Payment

   (2) Properties: APNS 3129-261-27, 3129-261-66 and 3129-251-14

   Agency Negotiator on Property: Julia Sylva, Interim City Attorney

   Negotiating Parties: Successor Agency to the Former City of Adelanto Redevelopment Agency and Kojima Development Company, LLC

   Under Negotiation: Price and Terms of Payment

C. PUBLIC COMMUNICATION ON CLOSED SESSION ITEMS

1. *David Fluhart:* He discussed the selling of property. He asked Interim City Attorney Sylva for clarification with regards to the proposal contract.

   Interim City Attorney Sylva explained the Brown Act and they need 24 hour notice.

D. CONVENE INTO CLOSED SESSION

The Chair called for a motion to enter into Closed Session 5:51 p.m.

MOTION: Moved by Mayor Pro Tem Wright, seconded by Glasper.

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

E. CALL TO ORDER – REGULAR MEETING

Mayor Kerr reconvened the regular meeting at 7:15 p.m.

Council Members present: Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr

Staff present: Interim City Manager Herrera, Interim City Attorney Sylva, and Deputy City Clerk Lopez.

Invocation by: Chris Waggener, Planning Commission Chairman

The flag salute was presented by Mayor Kerr.

Mayor Kerr recognized Rebecca Tennyson for State Runners Office, Ross Sevy from Assemblymen Jay Obernolte's Office, and City of Hesperia Officials: Mayor Bill Holland, Mayor Pro Tem Paul Russ and City Manager Eric Schmidt.

F. CONFLICT OF INTEREST

None.

G. CONDUCT OF CLOSED SESSION

Interim City Attorney Sylva stated that the property with the APN# 0459-354-07 was purchased for the price of $320,000.00. The sale agreement was approved by the Council. The motion to approve was by Mayor Pro Tem Wright and seconded by Council Member Woodard. It was approved unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

Interim City Attorney Sylva also stated that there was an asset purchase of $375,000.00. All proceeds would go to the State of California. It was motioned by Council Member Woodard and seconded by Mayor Kerr. The vote was carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

Interim City Attorney Sylva mentioned there was action taken to the anticipated litigation as well as the contract with the Maverick's serving no public purpose to the City of Adelanto. It was motioned by Mayor Pro Tem Wright and seconded by Council Member Glasper. The vote was carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

Mayor Pro Tem Wright congratulated Debra Jones and Evelyn Glasper as newly elected Board President and Clerk of the Adelanto School District.

H. DELETIONS/ADDITIONS TO AGENDA

Interim City Manager Herrera stated that item no. 4 on the Consent Calendar will be removed until the January 13, 2016 meeting.

Interim City Manager Herrera stated there was reorganizing of the Agenda to include the Successor Agency to make accuracy in Closed Session Actions.

I. PRESENTATIONS

1. Presentation by State Dignitaries for Anniversary of the City.

   Rebecca Tennyson for State Runners Office, Ross Sevy from Assemblymen Jay Obernolte's Office, and City of Hesperia Officials: Mayor Bill Holland, Mayor Pro Tem Paul Russ and City Manager Eric Schmidt.

2. Presentation by the Adelanto Council to the Christmas Parade Sponsors.

   (EXHIBIT A)

3. Presentation by City Council to the winners of donated girl/boy bicycles.

   (EXHIBIT B)

4. Presentation of Employee Service Pins by the City Manager and Mayor to Employees.

5. Presentation to the GEO Group for Excellence in Recycling.

6. Presentation of Certificate of Appreciation to Terry Delgado for his contribution to the City.

7. Presentation by City Engineer/Director of Public Utilities Thornton - Capital Improvement Plan Update.

   (EXHIBIT C)

   City Engineer/Director of Public Utilities Thornton presented the Street Improvement Plans in their various stages.

   Slide 1: Seneca/Highway 395

   They would like to put a signal in and widen Highway 395 from the Carl's Jr. passed Seneca. This is a $2,000,000.00 project area. This is funded with bond funds in 2007 and was hung up in the State. The State released the funds in the project area. There is now $3,000,000.00 in project funds. This is still in the infancy stage. They need to widen Highway 395 first.

   Slide 2: Mojave/Highway 395

   This agreement is with the Lewis Group to widen 395 and Mojave. This is a fully funded projected that is estimated at $3,700,000.00. The recent bids are now higher due to construction costs. The bid will be closer to $4,500,000.00. The bid was publically advertised. The pre-bid meeting will be held in Anaheim next Thursday.

   Council Member Glasper asked if it will begin in early 2016.

   Glasper asked if it will start in early 2016.

   City Engineer/Director of Public Utilities Thornton stated it will proceed in January and they will make a schedule.

Slide 3: Adelanto/Bellflower

This is a non-funded project on Rancho Rd. between Adelanto and Bellflower. This will cost $1,500,000.00. They can use Measure I money. They will have the impact fees in the next 2 years.

Slide 4: Highway 395 Widening

This is a project with Caltrans and SANBAG working with Adelanto. This will be between Palmdale past Bartlett. There will be two lanes in both directions. The plans are designed and are currently acquiring the right away to facilitate the project. There will be a Workshop in February for the citizens at Mavericks Stadium to explain the timing of the project. It will being starting in the middle of 2017.

Slide 5: Signalization Bellflower/Palmdale.

This is a safety project that has been awarded to a construction company. It will begin in March. This is fully funded and will widen Bellflower on both sides with curb and gutter with sidewalks. They are advertising the bid that will be open January 19th.

Mayor Pro Tem Wright asked how long this project has been funded.

City Engineer/Director of Public Utilities Thornton explained the City has sponsored it for two years and is in the Measure I 5 Year Plan. Cal Trans has been helping. Their portion is paid for by a fund that is used for Safety Projects.

Council Member Woodard wanted to know an estimated time of when it will begin and be finished.

City Engineer/Director of Public Utilities Thornton anticipated it will begin in February or March.

Mayor Pro Tem Wright asked why the City isn't trying to take over the project with the light.

City Engineer/Director of Public Utilities Thornton explained he has been working with Caltrans for two years to put in the light. He recently was notified by the Deputy Director that they would be doing it on their own.

Mayor Pro Tem Wright said that Caltrans would be making more money by putting it in the wrong area.

City Engineer/Director of Public Utilities Thornton explained that it needs to go in first because of safety issues. It is more important to put the light in.

Mayor Pro Tem Wright talked about it taking too long knowing it has been funded for 2 years.

City Engineer/Director of Public Utilities Thornton explained he has been working with Cal Trans to do their project and work in the agreement.

Mayor Pro Tem Wright wanted to know which project came first.

City Engineer/Director of Public Utilities Thornton explained Caltrans' project came first.

Mayor Pro Tem Wright went on to talk about people dying at the intersections.

City Engineer/Director of Public Utilities Thornton explained they are basing it off of Caltrans time table. The bids open in January and they notified him that is was cleared 30 days ago.

Mayor Pro Tem Wright wanted to know how long it will be out for bid.

City Engineer/Director of Public Utilities Thornton explained it will be out for bid for 30 days.

Council Member Glasper wanted clarification on what their project is.

City Engineer/Director of Public Utilities Thornton explained their project being curb and gutter then the light would be relocated.

Wright wanted to know how long will it will be out for bid.

Council Member Woodard talked about a company who already purchased the property on that corner who would like this project to be done quickly.

Mayor Pro Tem Wright asked why Caltrans in involved here at all.

City Engineer/Director of Public Utilities Thornton explained that he was not there to renegotiate the plans.

Mayor Pro Tem Wright wanted to know what the dates were for this project.

Mayor Kerr asked if once the bid is done they can begin the project.

City Engineer/Director of Public Utilities Thornton stated as far as he knows.

Mayor Kerr asked Cindy to set up a meeting with Caltrans and make sure all projects are funded.

Slide 6: Gas Line Project

The Gas Company project putting in 36 inch high pressure line beginning at their compressor station at Koala and Rancho. This line will be paralleling their existing pole. It will finish in Moreno Valley that will go through the Cajon Pass. They will be hiring locally as well.

Council Member Woodard wanted to make sure the streets are done professionally if they need road work done.

Mayor Kerr asked about leasing land for storage.

City Engineer/Director of Public Utilities Thornton explained that he has also mentioned facilitating land that they can utilize.

Council Member Camargo talked about a possible asphalt stretch.

City Engineer/Director of Public Utilities Thornton stated it will be compacted dirt and will make sure everything is done correctly.

Slide 7: E220 Corridor

This is in the environmental state. The environmental document will be approved by the middle of next year. It is not funded and LA Metro is the lead agency on this project. They will be updated quarterly on the project.

Mayor Kerr talked about the government coming up with funding for infrastructure. He wanted that to be researched.

Slide 8: Future Projects

Bartlett Rehabilitation:

City Engineer/Director of Public Utilities Thornton explained that Bartlett needs to be completely redone between Bellflower and Jonathan. He had inquiries to put business along these areas.

Rancho:

They are in phase 2 and 3 for Rancho Rd. between Bellflower and Koala

Raccoon/Yucca:

They are looking to fix the dirt portion and make paved access to these roads.

Signalization Bellflower/Mojave:

A signal was required for the High School and had to be built by the time the school has full occupancy. The County has been the lead agency and has yet to put it in. He has reach out to the School District in order to get this completed

Mayor Kerr stated he will get on it.

Council Member Woodard asked how soon the Bartlett rehabilitation will happen.

City Engineer/Director of Public Utilities Thornton said it can be put on the Measure I Plan and can be started soon.

Mayor Kerr stated he has the Council's blessing to start that.

Council Member Glasper talked about Rancho Rd. and going North on

Bellflower. He asked if there is anything they can do to widen and straighten out that road.

City Engineer/Director of Public Utilities Thornton explained there is no current plan but they can look into it.

Council Member Glasper explained how bad that road is.

Mayor Pro Tem Wright talked about the Highway 395/Mojave project and when it will begin.

City Engineer/Director of Public Utilities Thornton stated the pre-bid is tomorrow. Mayor Pro Tem Wright talked about how they have been dragging their feet on this project.

City Engineer/Director of Public Utilities Thornton explained that it was because it wasn't publically bid on.

Mayor Pro Tem Wright asked if it was brought up for 60 days and why it has taken this long.

City Engineer/Director of Public Utilities Thornton explained that he was trying to be in cooperation with the Lewis group.

Mayor Pro Tem Wright mentioned the street lighting situation and not getting any information about it.

City Engineer/Director of Public Utilities Thornton stated that there was authorization to get information directly from Edison and the Gas Company.

Mayor Pro Tem Wright explained that he will let the company know to call him.

Mayor Pro Tem Wright wanted to know if the Highway 395/Seneca project was funded.

City Engineer/Director of Public Utilities Thornton talked about there being money allocated for that project. He said he would work with the Council to make sure the funds are there and it is done properly before it can be started. It required engineering estimates.

The Council discussed possibly using part of that funding to work on streets in northern Adelanto.

City Engineer/Director of Public Utilities Thornton they can allocate money for that project or use all of the money for it.

Mayor Pro Tem Wright mentioned that it will not take $3,000,000.00 to complete this project.

City Engineer/Director of Public Utilities Thornton explained only $2,000,000.00 was allocated for the project so there is an additional $1,000,000.00.

Mayor Pro Tem Wright emphasized that Seneca isn't as bad as the north end.

City Engineer/Director of Public Utilities Thornton stated that this project was not brought to him until yesterday.

Mayor Kerr talked about how they can break up that money for more than just one location.

Mayor Pro Tem Wright wanted the money to go to street rehabilitation.

Mayor Wright mentioned a potential project of a park on the north end and it not being in the City project description.

City Engineer/Director of Public Utilities Thornton provided the Interim City Manager with info with properties and cost

Mayor Pro Tem Wright wanted it brought to them.

City Engineer/Director of Public Utilities Thornton explained this presentation was presented for specific projects.

Mayor Pro Tem Wright went on to discuss his concern with the money not being spent on projects the Council gave him direction on.

Mayor Kerr asked City Engineer/Director of Public Utilities Thornton to give all the information quarterly so they do not have to ask all these questions.

Interim City Manager Herrera asked if he wanted a scope on all projects in the second meeting in January

Mayor Kerr stated yes.

J. PUBLIC COMMUNICATIONS

1. *Joshua and Abel:* He is involved with Swapping Mama's. He talked about using the old Boy's and Girl's Club building as a soup kitchen. He stated that they need to feed the needy and the youth.

2. *James Deaguellera:* He questioned the item approved in closed session. This was the purchase agreement to Kojima. He talked about how this price was not acceptable.

3. *Magda Torrelles:* She commended and thanked everyone that donates. She is happy that the children are smiling and appreciate the donations. She had concerns of the dogs in her area.

4. *Sonya Washington:* She talked about the Mayor helping out her water bill. She mentioned that the City takes too long to cash in checks so there is a late bill.

   Mayor Kerr mentioned that this money is coming out of his own pocket, not the City's.

5. *Bruce Young:* He is part of a homeless coalition. He talked about housing the homeless and purchasing 43 acres for a campus and homes. He also brought up mentoring and counseling the homeless to get employment. He is looking to get funds for this future facility.

   Mayor Kerr asked where it was and wanted to meet with Bruce at the beginning of the year.

6. *David Fluhart:* He had concerns over the contract. He wanted to speak on "New Business. He talked about Resolution 15-53. He is glad that is being done. He also spoke on the Kojima purchase and trusts what they are doing for the City. He doesn't believe this is a proper purchasing agreement. He had concerns about it not being correct.

7. *Joy Jeannette:* She invited some people up with her to announce that they are bringing dinner to 1,000 people at Maverick's Stadium. Turk McBride will fund the food. There will be sign-up sheets for 50 volunteers to pack the food. Everything has been donated. First Annual Food Give-Away. There will also be a homeless shelter event for the kids. She also mentioned the trash dumping.

8. *Leon Pierce:* He talked about ISIS possibly hitting Adelanto. He believes they do not have enough police. He also mentioned needing better politicians. He also mentioned people going 60 mph down Pearmain.

9. *Robert Mason:* He talked about Ordinance 536 for safety inspections for rentals. He opposes this Ordinance. He is asking for low income exemption. He stated he did not get help from Code Enforcement.

   Mayor Pro Tem Wright explained this is about safety for the residents. All Cities have these Ordinances.

K. CONSENT CALENDAR

MOTION: Moved by Camargo, seconded by Mayor Pro Tem Wright to approve the Consent Calendar with removal of item no. 4.

1. Motion waiving the full reading of all ordinances and resolutions. Titles for ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Approval of Animal Care and Control Department Report.

3. Approval of Development Services Department Report.

4. **Approval of Building and Safety Department Report. *** MOVED UNTIL NEXT MEETING *****

5. Approval of Code Compliance Department Reports Oct. and Nov.

6. Approval of Public Works Department Report.

7. Approval of Confidential/Professional Salary Benefits Resolution No. 15-50.

RESOLUTION NO. 15-50

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ADELANTO, COUNTY
OF SAN BERNARDINO, CALIFORNIA
ESTABLISHING SALARY AND BENEFITS
FOR THE CONFIDENTIAL/PROFESSIONAL
EMPLOYEES OF THE CITY

8. Approval of Adoption of Resolution No. 15-52 Authorizing access to State and Federal Criminal History.

RESOLUTION NO. 15-52

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ADELANTO, COUNTY
OF SAN BERNARDINO, CALIFORNIA
AUTHORIZING ACCESS TO STATE AND
FEDERAL CRIMINAL HISTORY INFORMATION
UNDER CALIFORNIA PENAL CODE SECTIONS
11105(b)(11) AND 13300(b)(11)

9. Approval of Replacement of Self-Contained Breathing Apparatus Grant 2016.

10. Approval of Agreement to Terminate the Development Agreement between LCS Holdings and the City of Adelanto.

11. Approval of Warrant:

    a. Approval of City of Adelanto Warrant, 15/16-06-01, 133159 through 133242, for the total amount of $752,623.23.

    b. Approval of Adelanto Electronic Fund Transfers, 15/16-06-01, 102 through 108, for the total amount of $108,388.65.

c. Approval of City of Adelanto Water Authority, 5/16-06-01, 27295 through 27311, for the total amount of $130,024.85.

d. Approval of Adelanto Water Authority Utility Deposit Refunds Warrant, 5/16-06-01, 26940 through 26986, for the total amount of $6,447.92.

e. Approval of Adelanto Public Utility Authority Warrant, 5/16-06-01, 3518 through 3527, for the total amount of $81,907.79.

Motion carried unanimously 5-0. (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes).

L. PUBLIC HEARING

1. APPROVAL OF RESOLUTION NO. 15-53, ADOPTING A MEDICAL MARIJUANA CULTIVATION APPLICATION FEE. (Mark)

RECOMMENDATION: Adopt Resolution No. 15-53, and adopt findings and approve the proposed Medical Marijuana Cultivation Permit Application Fee.

RESOLUTION NO. 15-53

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ADELANTO, COUNTY
OF SAN BERNARDINO, CALIFORNIA
ADOPTING A MEDICAL MARIJUANA
CULTIVATION PERMIT APPLICATION
FEE AND MAKING FINDINGS IN
SUPPORT THEREOF

Senior Planner De Manincor presented the Staff Report. There was a requirement to adopt a fee for Marijuana Cultivation. The suggested application fee is $7,000.00. It is comparable with jurisdictions that allow marijuana cultivation.

Council Member Woodard questioned the fee and if it was refundable.

Senior Planner De Manincor stated it is non-refundable and covers everything.

The Chair opened Public Hearing at 10:13 p.m.

1. *Mark O'Hara:* He wanted to discuss the deal the City made with Kojima. The City would be making less the $8,000.00 per acre. He stated a client would make a deal for $1,000,000.00 in cash at the end of the year. He believes they are making a mistake.

Council Member Camargo made mention that this is the wrong item. This will be put under consideration for M-1.

The Chair closed Public Hearing at 10:16 p.m.

Mayor Pro Tem Wright wanted to make sure these fees will allow the City to handle it properly.

Senior Planner De Manincor explained this is the estimate. He also mentioned Live Scan to make sure they are okay to proceed

MOTION: Moved by Mayor Pro Tem Wright, seconded by Woodard to adopt Resolution No. 15-53, and adopt findings and approve the proposed Medical Marijuana Cultivation Permit Application Fee.

Motion carried 4-1. (Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes). (Camargo voting no.)

M. SUCCESSORY AGENCY

1. APPROVAL OF PURCHASE AND SALES AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE FORMER CITY OF ADELANTO REDEVELOPMENT AGENCY AND KOJIMA DEVELOPMENT COMPANY, LLC. (Julia)

RECOMMENDATION: Approve the Purchase and Sales Agreement between the Successor Agency to the former City of Adelanto Redevelopment Agency and Kojima Development Company, LLC.

Interim City Attorney Sylva mentioned this was already approved in Closed Session.

1. *Vinny Shastry*: He submitted the letter of interest late. He would like to suggest a potential alternative. He talked about it is on three separate parcels. He is CEO of Foundation Officers. He suggested to splitting the parcels into two separate sales. They will pay cash and move quickly and efficiency. He would just like 7 acres. He believes it will increase cash in the City.

Mayor Pro Tem Wright mentioned that this land is for redevelopment. If the property was not for sale, would he be standing there?

Vinny Shastry explained he would not be here.

Mayor Kerr talked about how there will be a lot of talk of land sale. The money pays for past debt. It is going to the State.

Accounting Supervisor Rose explained the information of this property is public record. They are able to submit bids on other property.

Council Member Glasper explained that there was misuse of RDA money. He talked about how the City is in debt and they are selling the RDA land so they can free it up. He brought up POS and it being the taxation of sales. It needs to be done correctly.

Director of Finance explained that the money does not go to the State of California. The Redevelopment Agencies in California have been shut down. The Successor Agencies can report the land sale in funds of audits. She explained the assets and debt payment. The tax money is held up and the only money released is for the debt payment. The City only benefits if the property is developed. The City can get the fees and new taxes that are created.

2. *Mary Kay Coffee:* She explained that Kojima has been monitoring the properties. She went on to explain how the expressed their interest in the property. The company and its development experience was shown through Purchase and Sale Agreement. The price is $375,000.00 that the property is valued at. That is not the lower value. They believe the value of the property is between $319,000.00 - $375,000.00. The City did their best to protect themselves. She explained if the appraisal suggests the property is higher, Kojima will pay the fair market value. She talked about the other interested party only wanting to pay 1/14th of his testimonial value. His offer is not binding either. She emphasizes how Kojima is the best option

Council Member Woodard wanted to commend them for their effort. His question was if they will bring in a second appraiser. He also asked if they have plans in place.

Mary Kay Coffee explained they will bring a second appraiser in. She mentioned they have prospective tenants but do not know when they will break ground.

Council Member Woodard talked about this land not making money and his interest is the development and begins right away.

Mary Kay Coffee explained they would get fees through permits in the next 30 days.

Council Member Woodard thanked her again for doing her due-diligence.

Council Member Glasper talked about how many permits are going to be issued for 47 acres.

Mayor Pro Tem Wright explained it is up to the City Manager to decide how many permits are given out. He talked about people wanting to parcel out the land in order to get as many permits as possible. They are here to make money. They should have done their research.

3. *Shad Boyd*: He is concerned she is going to take all the permits.

Mayor Pro Tem Wright explained they do not have a cap on the permits anymore.

Interim City Attorney Sylva asked Ms. Coffee to clarify the current draft agreement for Section 4.2C

Mary Kay Coffee explained Section 4.2C requires the City adopted it Medical Marijuana Ordinance and Program and Fee. This is no assurance of permits.

Council Member Camargo thanked Interim City Attorney Sylva for educating the Council on this item.

An interested party stated they have already bought property and would like to purchase more. They were unaware that they expanded the land.

Mayor Kerr explained it was RDA land that was recently freed up and is still in the proper territory.

CLERK'S NOTE: Item was voted on in Closed Session.

N. NEW BUSINESS

1. APPROVAL OF THE STANDARD OFFER, AGREEMENT AND ESCROW BETWEEN THE CITY OF ADELANTO AND CPI CAPITAL PROPERTIES. (Julia)

RECOMMENDATION: Approve the Standard Offer, Agreement between the City of Adelanto and CPI Capital Properties.

CLERK'S NOTE: Item was voted on in Closed Session.

O. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

P. CITY MANAGERS ANNOUNCEMENTS AND/OR REPORTS

Interim City Manager Herrera thanked all the staff in Public Works who decorated the Council Chambers and City Hall. She also wanted to thank Records Clerk Cervantes for all the help she has given.

Q. CITY COUNCILS ANNOUNCEMENTS AND/OR REPORTS

Council Member Camargo wanted these investors to keep the interest in what's best for the City of Adelanto. He talked about Cabo Yachts being considerate and helping employment. He talked about the Tree Lighting Ceremony being successful. He emphasized it being about the children. He also wanted to be politically correct about Christmas.

Council Member Woodard talked about taking a broken city and turning it 180 degrees. He talked about the many events brought to the City. He is happy to apart of New Adelanto and be a part of this team.

Council Member Glasper talked about the bicycles they gave away tonight and how he never had a new bike and had to make one. He is thankful to be here. He talked about people being able to accomplish anything. He came back to try and help and lead this City. He mentioned his past accomplishments and puts his effort to help people.

Mayor Pro Tem Wright asked about the 45th Anniversary pins and thanked everyone who came out to celebrate it. He wanted to congratulate Council Member Glasper for his name being put on a building. He wanted to make sure people come to the Parade. He talked about the students putting in hard work to put their floats together. He said it's about the children. He talked about the Rotary in Adelanto and had it cleared with the Sherriff's Department. They are taking 3 students on Saturday to Wal-Mart with 3 Deputies to make sure they have a Christmas. These children were chosen because they lost their Mothers. He thanked the Street Department and wanted to tell everyone to have a Merry Christmas and Happy New Year.

Mayor Kerr wanted to thank everyone for what they have done and have enjoyed being on the dais with them. He wished everyone a Merry Christmas and Happy New Years from his family.

R. ADJOURNMENT

The Regular Meeting of the City Council will be held on January 13, 2015, at 7:00 p.m. unless a Special Meeting is called.

There being no further business the Chair entertained a motion to adjourn the meeting at 11:30 p.m.

MOTION: Moved by Mayor Pro Tem Wright, seconded by Glasper.

Motion carried unanimously 5-0 (Camargo, Glasper, Woodard, Mayor Pro Tem Wright, Mayor Kerr voting yes.)

_____
Rich Kerr, Mayor

_____
Cindy Herrera, City Clerk, MMC

Clerk of the Meeting: Brenda Lopez,Deputy City Clerk
Prepared by: Jordyn Thomas, Intern
Reviewed by: Cindy Herrera, City Clerk

EXHIBIT A

LIST OF SPONSORSHIP AWARDS

Noel Sponsor

The Geo Group

Holly Sponsor

AVCO/Burttec

Perc Water

Rutan & Tucker

Snowman Sponsor

Inland Group, Inc.

Todd Litfin

Gingerbread Sponsor

Adelanto Chamber of Commerce

East West Bank

Soil Safe

Charles Abbott & Associates

Fast Lanes Transportation

EXHIBIT B

Golden Ticket Winners

Pre-School

Kevin Walker- Adelanto Head Start

Rylee Clark- Adelanto Head Start

Kindergarten

Jeremiah Williams- Ted Vick School

Richard Urratio- Victoria Magathan Elementary

1st Grade

Roberto Cruz- George Visual School

MyAyre Thomas- Gus Franklin School

Brandon Barrios- West Creek Elementary

2nd Grade

Emily Ramirez- Bradach School

Anthony Guerrero- Adelanto Elementary

Lilyanna Ramirez- Eagle Ranch Elementary

3rd Grade

Diamond Goldsberry

Zarhea Terrell- George Visual School

Shane Omeara- Westside Park School

4th Grade

Leina Nilsen- Victoria Magathan Elementary

Christopher Prieto- Morgan Kincaid School

Aubreyanna Moody- Eagle Ranch Elementary

5th Grade

Keilani Willis- West Creek Elementary

Aniza Vazquez- Adelanto Elementary

6th Grade

Jondy Macon- Ted Vick Elementary

Ashley Vazquez- Westside Park School

Richard Corsey- Gus Franklin School

7th Grade

Anthony Brown- Bradach School

Alexandra Arellano- Mesa Linda Middle School

8th Grade

Detrion Rigmaiden- Columbia Middle School

EXHIBIT C

CITY OF ADELANTO 2015 CAPITAL IMPROVEMENT UPDATE

Report to the
City Council of the City of Adelanto

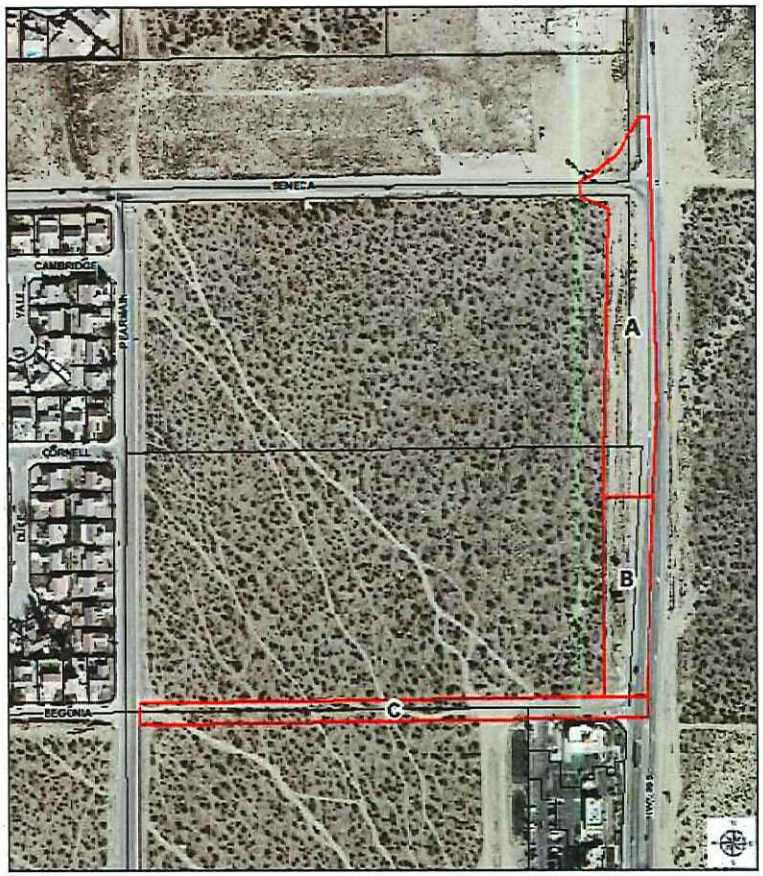
December 09, 2015

Thomas W. Thornton, PE
City Engineer/Public Works & Utilities Director

City of ADELANTO

Seneca/395 Improvements

EXISTING CONDITIONS



PROPOSED IMPROVEMENTS

- **A- Highway 395 and Seneca Rd:**
- 1. Traffic Signal Installation: **$250,000**
- 2. Highway 395 and Seneca Road roadway widening and improvements, including drainage: **$900,000**
- **B- Highway 395:** Widening (on the west side) from Seneca Road to Begonia: **$500,000**
- **C- Begonia Road:** Improvements from Pearmain to Highway 395 (28 feet of pavement and raised diverter median in Highway 395: **$400,000**
- **Total Estimated Cost** **$ 2,050,000**

Mojave/395 Improvements

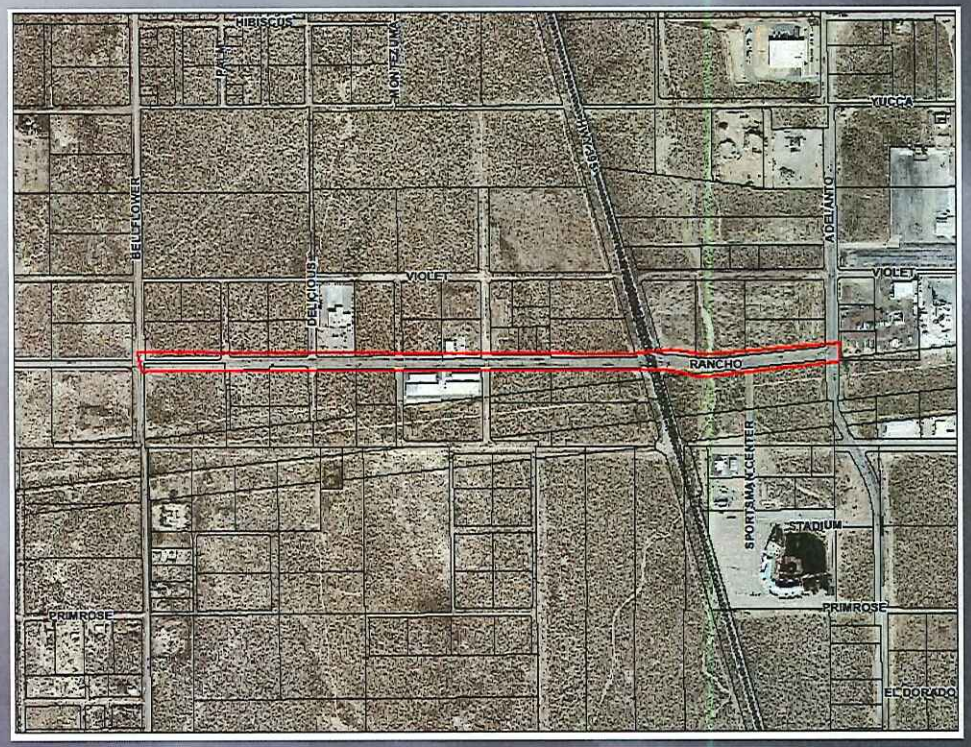
EXISTING CONDITIONS

PROPOSED IMPROVEMENTS

- **Highway 395 and Mojave Drive**
- **(Lewis Retail Center)**
- 1. Traffic Signal Installation modifications and widening of Mojave Drive and Highway 395.
- **Estimated Cost** **$3,700,000**

Rancho Road Improvements

EXISTING CONDITIONS



PROPOSED IMPROVEMENTS

- **Rancho Road Rehabilitation PHASE 1*:**
- 1. Rehabilitation of Rancho Road from Adelanto Road to Bellflower Road.
- **Total Estimated Cost** **$ 1,500,000**
- ***Future Phases include rehabilitation from Bellflower Road west to Koala Road**

Highway 395 Widening

City of Adelanto

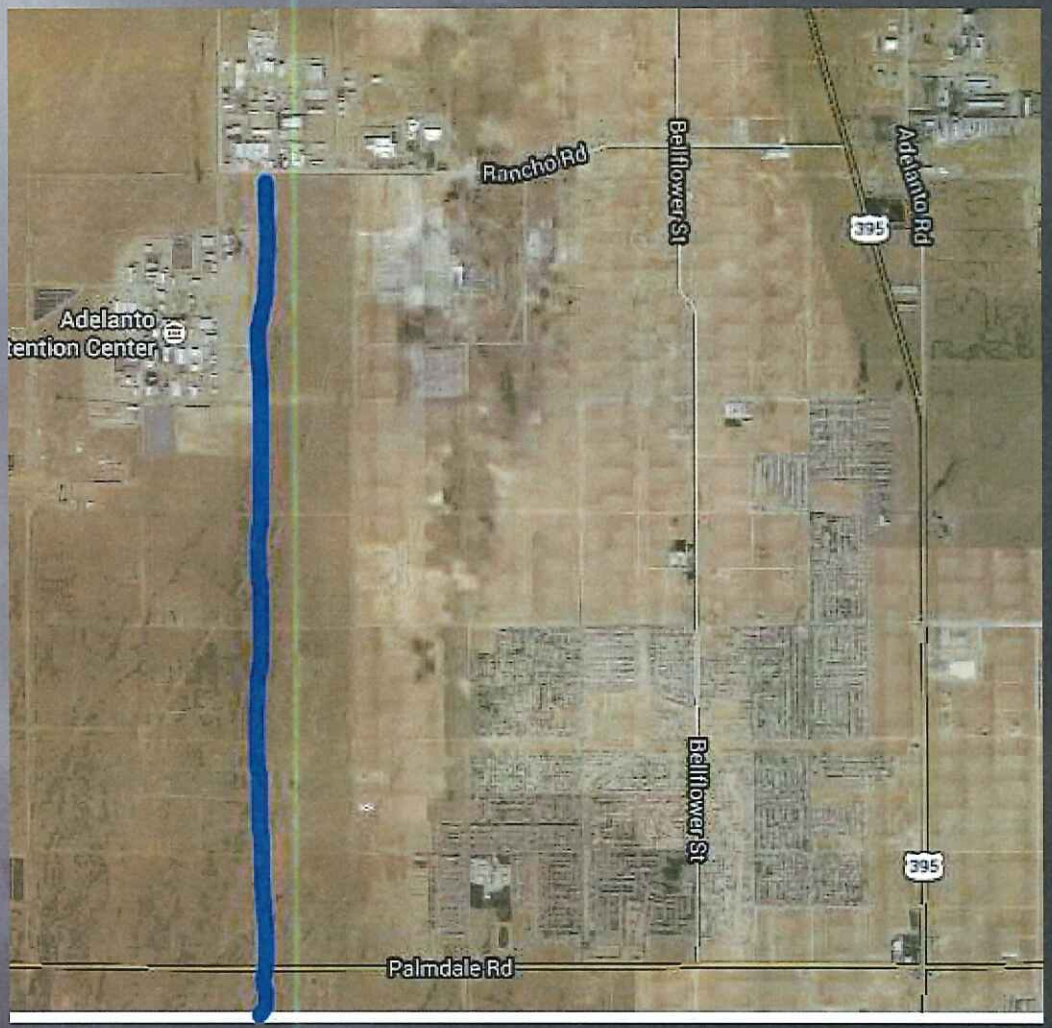
US Highway 395 Expansion

- San Bernardino Associated Governments, SANBAG, approved a $483 million expansion project of Highway 395. Of the project, approximately <u>$54 million</u> will be used in Adelanto to add an additional lane in both directions, between Palmdale Road & Bartlett Road.
- Environmental studies are complete.
- The City has reviewed preliminary construction plans from CalTrans.
- Acquisition of Right-Of-Way is underway.
- The project phase is expected to be completed for beneficial use in 2017.

Bellflower/Palmdale Road Signalization Improvements

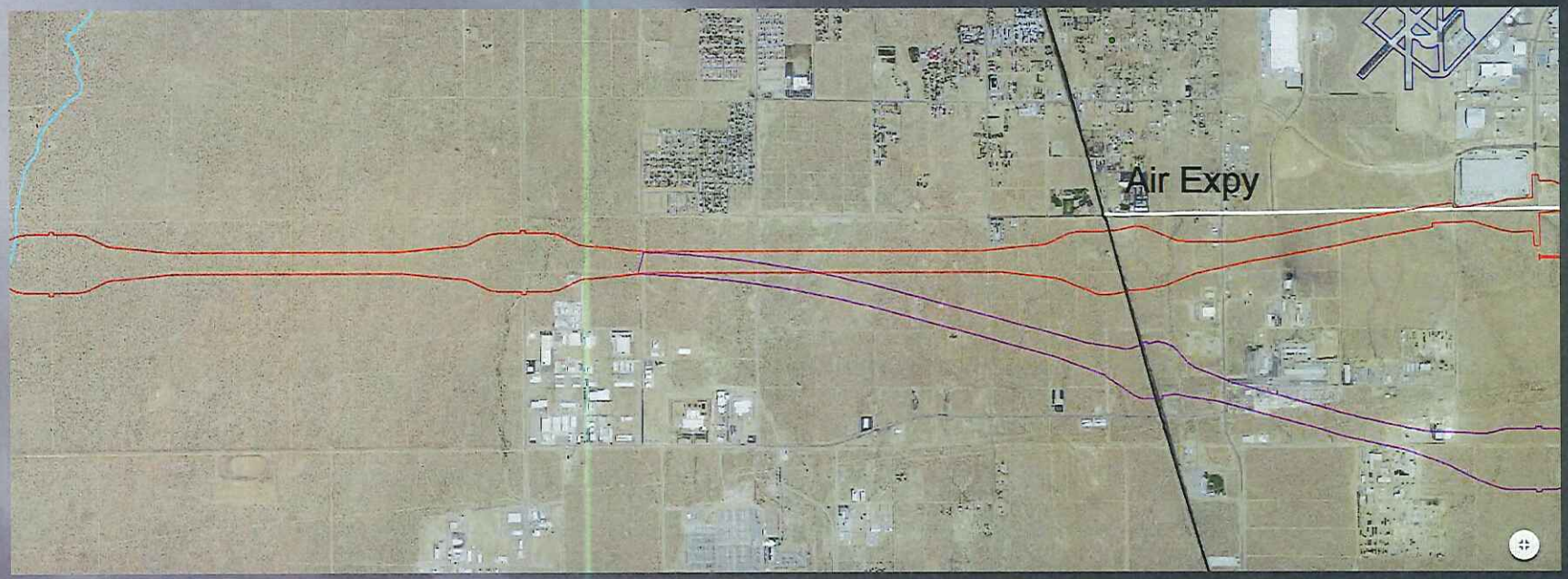
- Construct Signal and widening of Palmdale Road (CalTrans)
- Widen Bellflower from Palmdale Road North to residential tracts (City of Adelanto)

The Gas Company
36" Pipeline Installation



High Desert Corridor

E- 220



FUTURE PROJECTS

- Bartlett Road Rehabilitation
- Phases 2 and 3 Rancho Road Rehabilitation
- Raccoon Road from Air Expressway to Yucca
- Signalization of Bellflower and Mojave

City of ADELANTO

Department of Public Works Engineering

DATE: April 11, 2016

TO: Honorable Chairman and Public Utility Authority Members

FROM: Cynthia M. Herrera, MMC, Executive Director/ City Clerk

BY: Aaron Mower, Assistant Civil Engineer

SUBJECT: Monthly Commercial & Residential Report- March 2015

ATTACHMENTS:

1. APUA Monthly Report Sewer System March 2016

Adelanto Wastewater Treatment Plant

Monthly Asset Management Report

prepared for the City of Adelanto, California

perc water
Pure Genius

19101 Jonathan Street
Adelanto
California 92301
Office 760.246.1149
www.percwater.com

April 15, 2016

Mr. Wilson So
City Engineer
11600 Air Expressway
Adelanto, CA. 92301

RE: ADELANTO WWTP ASSET MANAGEMENT MONTHLY REPORT MARCH 2016

Dear Mr. So,

Enclosed please find the Adelanto Wastewater Treatment Plant Asset Management Monthly Report. PERC Water's intention is to inform the City of Adelanto, California of how the Facility has been performing each month.

In today's service-oriented society, proactive customer service is sought to enhance future business growth. PERC Water is dedicated to the highest caliber of customer service with a sense of quality, timeliness, and accuracy. However, if you have any inquiries, please do not hesitate to contact me at (714) 887-9794.

We look forward to continuing our services to you and the City of Adelanto.

Sincerely,

Dave Kachelski
Director of Operations
PERC Water Corporation
Asset Management Division

CC: Cindy Herrera, City Manager, City of Adelanto
Aaron Mower, Assistant Engineer, City of Adelanto
Nate Owen, VP COO, PERC Water Corp.

March 2016

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perc water
Pure Genius

Section A
Executive Summary

perc water
Pure Genius

EXECUTIVE SUMMARY

The Adelanto WWTP received 70,729,200 gallons of raw sewage and successfully treated 70,729,200 gallons during the month of March 2016, with an average Influent BOD of 262 mg/l and an average TSS of 236 mg/l. The secondary effluent was discharged to percolation basins 1, 4 5, & 9 per the discharge requirements for this period. No flow was diverted to VVWRA this month

During the month of March 2016, the daily influent flow recorded averaged 2.282 million gallons per day. *It should be noted that the old effluent flume is not in the process flow train rather it is reversed flow from the utility water pumps pumping effluent water from pond # 1.* Effluent flow is now being calculated by subtracting the treated flow minus the Waste Activated Sludge (WAS) flow for each day and the daily calculated effluent flow averaged 2.220 million gallons per day.

The facility and Asset Management Team produced a good effluent water quality during the month of March 2016. The average effluent BOD was three ND <5.0 mg/l and two 1mg/l results. The average TSS was 5 ND <5.0 mg/l, and the average effluent TN was 1.3 mg/l.

PLANT STAFFING

David Kachelski – Director of Operation, CPO V, Collections System Operator III

Eric Schweizer – Lead Operator III, Collection System Operator I

Tristan (Dutch) Hause – Operator I, Collection System Operator I

Jared Kachelski – Operator I

OPERATIONS ACTIVITY

PERC Water's Asset Management Team performed daily process control sampling and analysis, trend analysis, equipment verification checks, compliance sampling, housekeeping, process adjustments, and solids processing.

FLOWS AND LABORATORY TEST RESULTS

Influent

Total Flow	70.729 MG
Average Flow	2.282 MGD
Maximum Daily Flow	2.397 MGD
Minimum Daily Flow	2.202 MGD
Maximum Daily Peak	2,657.8 GPM

Minimum Daily Peak	2,427.8 GPM
Total Flow to VVWRA	0 MG
Average Flow to VVWRA	0 MGD
Maximum Flow to VVWRA	0 MGD
Minimum Flow to VVWRA	0 MGD
Average BOD	262 mg/l
Average TSS	236 mg/l
Average pH	7.69 SU
Average EC	2105 umho/cm

EFFLUENT

Average BOD	Three ND <5.0 mg/l & two 1 mg/l
Average TSS	Five ND <5.0 mg/l
Total Nitrogen	1.3 mg/l
Average TDS	530 mg/l
Average MBAS	Two ND <0.08mg/l
Dissolved Oxygen	1.88 to 2.72 mg/l
pH	6.93 to 7.04 SU
EC	847 to 871 umho/cm

CERTIFIED LABORATORY

Laboratory analysis is performed by ES Babcock Laboratory in Riverside, California. All samples are sent to the laboratory on a weekly/monthly basis.

OPERATIONAL CHANGES

- On 3-1-16 Cleaned grease matt from lift station wet well.
- On 3-4-16 swapped out polymer tote to centrifuge operations.
- On 3-8-16 sampled pond # 1.
- On 3-10-16 Staff calibrated the influent pH & EC meter probes
- On 3-11-16 received polymer tote.
- On 3-13-16 headworks compactor baggie blew away and broke the holder, will need to order replacement.

- On 3-16-16 PERC staff attended traffic control class at Mavericks stadium.
- On 3-17-16 swapped out polymer tote to centrifuge operations.
- On 3-18-16 receive 8" trash pump from Public Works yard.
- On 3-30-16 swapped out polymer tote to centrifuge operations.
- Performed weed abatement and grease ball removal throughout the month.

COMPLIANCE ISSUES

There were no compliance issues during the month of March 2016.

EMERGENCY CALLOUTS

There was one call out for the month of March:

- On 3-24-16 at 0050 hours a Bar Screen compactor alarm occurred. PERC staff arrived at 0125 hours and reset compactor, all OK now.

ODOR COMPLAINTS

There was one odor complaint for the month of March:

01) On Thursday 3-10-16 PERC employees started investigating the odor complaint from Bank of America (BOA) at the Stator Bros Shopping center. After speaking with the BOA security guard we learned that someone had shown up and raised their vent pipe which has minimized / eliminated the odor inside the building. According to the security guard the odor still exists outside on warmer days and towards the afternoon as the day warms up. We also inspected the grease interceptors and looked at the pumping manifest of the following businesses: Denny's, KFC, Freshwok, Little Caesars, Dippin Donuts, Del Taco, and Stator Bros. The only places of these that had somewhat questionable conditions of their grease interceptors, but **NO** strong odor, are the following: Freshwok and Del Taco.

    On Wednesday 3-23-16 PERC employees continued with the odor complaint investigation. The security guard confirmed what he had said previously. The assistant manager of BOA contradicted what the security guard said by saying that the odor is really bad in the morning not the afternoon. She did however confirm that the vent pipe was raised and that the odor inside was gone, but still outside.

    On Thursday 3-31-16 PERC employees cleaned the sewer lines that BOA is connected to and that information is included further in the report.

    On Friday 4-1-16 BOA called again saying that there was a really bad odor. Upon arrival there was no odor outside, but there was a definite odor inside the building.

The odor inside the building was completely different than the slight odor of grease that was present when cleaning the sewer lines the previous day. A PERC employee also went inside Denny's restaurant and Denny's restroom to see if there was an odor present and there was none.

POWER FAILURES

There was no power failures for the month of March

INJURIES OR ACCIDENTS (REPORTABLE)

There were no reported injuries or accidents for the month of March.

FACILITY TOURS

There were no tours for the month of March.

REGULATORY MEETINGS

There were no regulatory meetings for the month of March

SECURITY ISSUES

There were no security issues for the month of March.

CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cindy Herrera, City Manager

BY: Dan Mejia, Battalion Chief – San Bernardino County Fire Department

SUBJECT: FIRE DEPARTMENT REPORT MARCH 2016

ATTACHMENTS:

Monthly Fire Department Response Stats

2016 Responses
For The City of Adelanto

Mark Hartwig *Fire Chief*

CONTACT: Dan Mejia *Battalion Chief*

RESPONSE TYPE	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Hazardous Materials	1	2	1										
Hazardous Other	4	2	0										
Medical	496	364	422										
Other Fire	7	6	4										
Other Incident	36	15	22										
Public Service	4	4	8										
Rescue	0	0	0										
Structure Fire	19	4	20										
T/C with Extrication	3	1	4										
Traffic Collision	30	13	24										
Vegetation Fire	8	3	2										
Vehicle Fire	1	0	2										
TOTALS	**609**	**414**	**509**										
Other units into AD	168	182	141										

- Methodology used: "responses." Responses indicate number of times units went "in route" to an incident. (This is vs. using "incidents," the actual number of calls.)
- Hazardous Other: any call that can't be typed specifically as hazardous material. Could be smell of gas, etc.
- Other Incident: miscellaneous category for calls not in list.
- **Training in March: County Fire Department continues its active shooter training. This is the third phase of training which includes patient treatment and command and control of an active shooter incident. This is in partnership with Sheriffs Department.**

CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, City Manager

BY: Wilson So PE, City Engineer

SUBJECT: ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATIONS

STAFF RECOMMENDATION:

Staff recommends that Council authorize the City Engineer to accept the Irrevocable Offer of Dedications for APN No.'s 0459-324-24-0000 and 0459-342-15-0000, and authorize staff to record the documents.

BACKGROUND:

As part of the proposed widening/reconstruction of Highway 395, Caltrans has to clean-up all existing right-of-ways/easements along the entire segment of Highway 395 to be improved. In the course of resolving all the right-of-ways, some prior offer of dedications are being granted back to the respective cities. The description of the two (2) areas to be accepted by the City of Adelanto, are hereby attached, including the location maps.

FISCAL IMPACT:

1. None

ATTACHMENTS:

1. Letter from the Department of Transportation
2. Location Maps

DEPARTMENT OF TRANSPORTATION
PROJECT MANAGEMENT
464 WEST FOURTH STREET, MS **648**
SAN BERNARDINO, CA 92401-1400
PHONE (909) 806-4196
FAX (909) **383-6383**
TTY 711
www.dot.ca.gov/dist8

Flex your power!
Be energy efficient!

April 6, 2016

Mr. Wilson So
City Engineer
City of Adelanto
Adelanto, CA. 92301

Dear Mr. So:

This submittal is for the legal descriptions for the acceptance of those irrevocable offer of dedications.

I am enclosing one (1) original, signed and sealed, legal description for the area of Sbd-395 to be accepted, along with a copy of those maps in which the dedications were made.

Once recorded, please provide me with a copy of the recorded Certificate of Acceptance.

If you have any questions please call me at (909) 806-4196 or at Geoffrey.Grounds@dot.ca.gov

Regards,

Geoff Grounds
Transportation Surveyor

Enclosure

cc: Dana Robie

EXHIBIT "A"

That portion of the South 8 acres of the north half of the southeast quarter of Section 33, Township 6 North, Range 5 West, San Bernardino Meridian, in the City of Adelanto, County of San Bernardino, State of California, also being a portion of that certain parcel of land shown as "Frontage Road", dedicated to the City of Adelanto per Parcel Map No. 11985, filed in Book 152, Pages 66 and 67 of Parcel Maps, Records of said County, more particularly described as follows:

BEGINNING at the southwest corner of the boundary of said Parcel Map, also being a point on the easterly right of way of State Highway 395; thence easterly along the south boundary of said Parcel Map North 89°47'08" East, 15.28 feet; thence North 15°58'28" West, 232.04 feet to a point on the north boundary of said Parcel Map; thence westerly along said north boundary South 89°47'02" West, 15.36 feet to the northwest corner of said Parcel Map, also being a point on said easterly right of way; thence southerly along the westerly boundary of said Parcel Map and said easterly right of way South 15°59'31" East, 232.06 feet to the **POINT OF BEGINNING.**

The bearings and distances used in the above description are on the California Coordinate System of 1983 (Epoch 1992.88), Zone 5. Divide the above distances by 0.999790596 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Geoffrey L Grounds

Professional Land Surveyor

Date: 4-6-16

PROFESSIONAL LAND SURVEYOR
GEOFFREY L GROUNDS
No. 8343
EXP. 12-31-17
STATE OF CALIFORNIA

EXHIBIT "A"

That portion of the south half of the southeast quarter of Section 33, Township 6 North, Range 5 West, San Bernardino Meridian, in the City of Adelanto, County of San Bernardino, State of California, also being a portion of that certain parcel of land shown as "Frontage Road", dedicated to the City of Adelanto per Parcel Map No. 6506, filed in Book 65, Pages 1 and 2 of Parcel Maps, Records of said County, more particularly described as follows:

BEGINNING at the northwest corner of the boundary of said Parcel Map, also being a point on the easterly right of way of State Highway 395; thence easterly along the north boundary of said Parcel Map, North 89°47'08" East, 15.28 feet; thence South 15°58'28" East, 161.83 feet; thence South 74°00'29" West, 14.66 feet to a point on the westerly boundary of said Parcel Map, also being said easterly right of way; thence northerly along said westerly boundary and said easterly right of way North 15°59'31" West, 165.99 feet to the **POINT OF BEGINNING.**

The bearings and distances used in the above description are on the California Coordinate System of 1983 (Epoch 1992.88), Zone 5. Divide the above distances by 0.999790596 to obtain ground level distances.

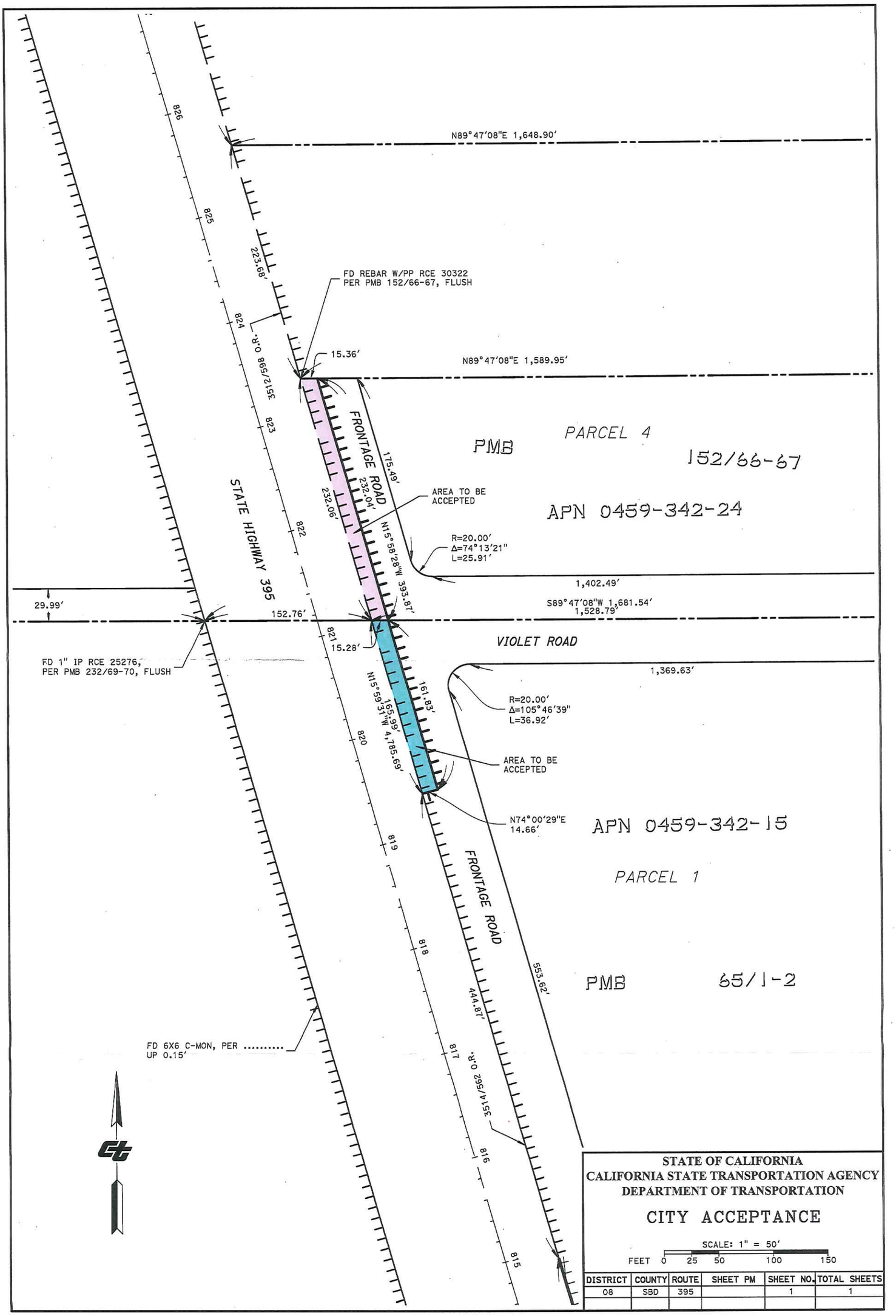
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Geoffrey L Grounds

Professional Land Surveyor

Date: 4-6-16

PROFESSIONAL LAND SURVEYOR
GEOFFREY L GROUNDS
No. 8343
EXP. 12-31-17
STATE OF CALIFORNIA


N89°47'08"E 1,648.90'
FD REBAR W/PP RCE 30322
PER PMB 152/66-67, FLUSH
15.36'
N89°47'08"E 1,589.95'
PARCEL 4
PMB
152/66-67
APN 0459-342-24
FRONTAGE ROAD
AREA TO BE
ACCEPTED
R=20.00'
Δ=74°13'21"
L=25.91'
1,402.49'
S89°47'08"W 1,681.54'
1,528.79'
STATE HIGHWAY 395
29.99'
152.76'
VIOLET ROAD
FD 1" IP RCE 25276,
PER PMB 232/69-70, FLUSH
1,369.63'
R=20.00'
Δ=105°46'39"
L=36.92'
AREA TO BE
ACCEPTED
N74°00'29"E
14.66'
APN 0459-342-15
PARCEL 1
FRONTAGE ROAD
PMB
65/1-2
FD 6X6 C-MON, PER
UP 0.15'
STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
CITY ACCEPTANCE
SCALE: 1" = 50'
FEET 0 25 50 100 150
DISTRICT COUNTY ROUTE SHEET PM SHEET NO. TOTAL SHEETS
08 SBD 395 1 1

CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, City Manager/ City Clerk

BY: Belen Cordero, Conservation Specialist/Recycling Coordinator

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SUBJECT: MONTHLY COMMERCIAL & RESIDENTIAL SOLID WASTE & RECYCLING REPORT-MARCH 2016

ATTACHMENTS:

1. Burrtec's monthly commercial & residential solid waste & recycling report March 2016

BURRTEC
WASTE INDUSTRIES, INC.
"We'll Take Care Of It"

April 20, 2016

Ms. Belen Cordero
City of Adelanto
11600 Air Expressway - P.O. Box 10
Adelanto, CA 92301

Re: Monthly Commercial & Residential Report – March 2016

Dear Ms. Cordero:

The following information is provided as the monthly report for the solid waste and recyclables collection services:

Solid Waste Collected

Attached is a copy of the Waste Generation and Diversion Report, which provides a breakdown of the tonnage, collected by commodity type. Additional information based on program code and AB939 reporting format is also included.

The recycling tonnage is received and processed at the Victor Valley Material Recovery Facility. A detailed commodity breakdown by customer type is included. The solid waste is taken to the Victorville Landfill.

Call Logs

Attached are the detailed call logs.

Compliments	0
Complaints	0
Missed pick-ups	11

Used Oil Collection Activity

AVCO Disposal provides a used oil collection program. Under this program, participating residents have their used oil and oil filters collected at curbside. The following summarizes the used oil and oil filters collection activity.

Oil Container Deliveries	0
Used Oil Collection	0

9890 Cherry Avenue • Fontana, California 92335 • 909-429-4200 • FAX 909-429-4290

Sharps Container Activity

AVCO Disposal provides a used Sharps container distribution program. Under this program, participating residents may exchange their used containers for a new container at the AVCO facility and can also drop off used Sharps containers at the new site located at City Hall.

Sharps Container Distribution	6
Used Sharps Container Collection	6

Universal Waste & E-Waste Collections

Universal waste includes such items as batteries, fluorescent lamps, and mercury thermostats among others. Electronic waste or E-waste includes such items as computer monitors, television sets, stereos, etc. The following summarizes the Universal Waste and E-waste residential collections:

Televisions	59
Other (Microwaves, Refrigerators, Washer/Dryers, etc.)	20

Warning Notices

No warning notices were issued during the month.

Problems Encountered

No problems were encountered.

Other Noteworthy Items

Bulky Item Collections: During the month we received 213 calls for bulky-item pick-ups, including: end tables, cabinets, desks, beds, mattresses, entertainment centers, BBQs, cribs, bookcases, and recliners. A detailed report of the bulky items collection calls is attached.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Richard Niño
Vice President

/sr

SOLID WASTE COLLECTED

VICTORVILLE DISPOSAL
City of Adelanto

Waste Generation and Diversion Report
February_2016

Route Description	Refuse	Recycling	E-waste	Greenwaste	Tires (Transformation)	Tin/White Goods	Scrap Metal	Inert	Transformaton	Comm'l Select	Total Tonnage Generated		
Residential Total	678.57	158.58	-	-	-	-	-	-	-	-	837.15		
Christmas Tree Total	-	-	-	-	-	-	-	-	-	-	-		
Bulky Item Total	18.75	-	2.28	-	-	2.70	-	-	-	-	23.73	*860.88*	*Residential*
Clean Up Total	-	-	-	-	-	-	-	-	-	-	-		
Multi-Family Total	110.58	6.35	-	-	-	-	-	-	-	-	116.93	*116.93*	*Multi-Family*
Residential Bin Total	4.10	-	-	-	-	-	-	-	-	-	4.10		
Commercial Total	289.43	41.82	-	-	0.35	-	1.77	-	0.10	-	333.47	*337.57*	*Commercial*
Rolloff Total	471.54	-	-	3.75	-	-	-	-	-	0.73	476.02	*476.02*	*Rolloff*
Grand Total	1,572.97	206.75	2.28	3.75	0.35	2.70	1.77	-	0.10	0.73	1,791.40		
	(a)												

Diverted Tonnage											Total Tonnage Diverted	Residue %	Residue Tons	Net Tonnage Diverted
Residential Recyling		158.58									158.58	33.62%	53.31	105.27
Resd'l Recyling- External Bulky		-	2.28			2.70	-				4.98	0.00%	-	4.98
Multi-Family Recy		6.35									6.35	30.32%	1.93	4.42
Commercial Recycling		41.82									41.82	30.32%	12.68	29.14
Commercial Transformation									0.10		0.10	0.00%	-	0.10
Commercial-Other Recycling				-	0.35	-	1.77	-			2.12	0.00%	-	2.12
Rolloff Select Loads										0.73	0.73	40.00%	0.29	0.44
Rolloff-Other Recycling				3.75	-	-	-	-			3.75	0.00%	-	3.75
Total Diverted Tonnage	-	206.75	2.28	3.75	0.35	2.70	1.77	-	0.10	0.73	218.43		68.21	150.22
CIWMB Program	*Refuse*	*Recycling*		*Composting*	*Transformation*	*Special Waste - 4000 Series*				*Facility Recovery*			*Refuse*	*All Programs*
CIWMB Program-Code		*2000 Series*		*3000 Series*	*8000 Series*		(c)			*7000 Series*			(b)	(e)

Gross Diversion	12.19%	**Net Diversion**	8.39%
Residential	19.00%	*Residential*	12.81%
Multi-Family	5.43%	*Multi-Family*	3.78%
Commercial	13.05%	*Commercial*	9.29%
Rolloff	0.94%	*Rolloff*	0.88%

Reconciliation of Tonnage to CIWMB Report:

Total refuse generated	1,572.97	(a)	Total special waste	4.47	(c)
Total residue	68.21	(b)			
Total Refuse	1,641.18		Commercial MRF credit for diversion only		(d)
Net Tonnage Diverted	150.22	(e)			
Total Reported	1,791.40				

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-16	Feb-16	Y-T-D
Refuse				
	Residential Refuse	686.90	678.57	1,365.47
	Residential Bulky Items	10.99	18.75	29.74
	Residential Refuse (residue)	56.43	53.31	109.74
	Clean Up Refuse	0.00	0.00	0.00
	Government Refuse			0.00
	School Refuse			0.00
	Residential Bin Refuse	4.11	4.10	8.21
	Residential Bin Refuse (residue)	0.00	0.00	0.00
	Multi-Family Refuse	110.90	110.58	221.48
	Multi-Family Refuse (residue)	2.06	1.93	3.99
	Commercial Refuse	291.57	289.43	581.00
	Rolloff Refuse	391.52	471.54	863.06
	Commercial Refuse (residue)	13.58	12.68	26.26
	Rolloff Refuse (residue)	0.50	0.29	0.79
Refuse Totals		1,568.56	1,641.18	3,209.74
Source Reduction				
1000-SR-XGC	Xeriscaping, Grasscycling			0.00
1010-SR-BCM	Backyard Composting			0.00
1020-SR-BWR	Business Source Reduction			0.00
1030-SR-PMT	Procurement			0.00
1040-SR-SCH	School Source Reduction			0.00
1050-SR-GOV	Government Source Reduction			0.00
1060-SR-MTE	Material Exchange, Thrift Shops			0.00
1070-SR-OTH	Other Source Reduction			0.00
Source Reduction Totals		0.00	0.00	0.00
Recycling (net of residue)				
2000-RC-CRB	Residential Curbside Recycling	111.37	105.27	216.64
2010-RC-DRP	Residential Drop-Off Recycling			0.00
2020-RC-BYB	Residential Buy-Back Centers			0.00
2030-RC-OSP	Commercial On-Site Pickup	35.95	33.56	69.51
2040-RC-SFC	Commercial Self Haul Recycling			0.00
2050-RC-SCH	School Recycling			0.00
2060-RC-GOV	Government Recycling			0.00
2070-RC-SNL	Special Collection - Seasonal	5.21	0.00	5.21
2080-RC-SPE	Special Collection - Events			0.00
2090-RC-OTH	Other Recycling-Pre Sorted Roll-off	0.00	0.00	0.00
Recycling Totals		152.53	138.83	291.36
Composting				
3000-CM-RCG	Residential Curbside Greenwaste	0.00	0.00	0.00
3010-CM-RSG	Residential Self Haul Greenwaste			0.00
3020-CM-COG	Commercial On-Site Greenwaste	0.00	3.75	3.75
3030-CM-CSG	Commercial Self Haul Greenwaste			0.00
3040-CM-FWC	Food Waste Composting	0.00	0.00	0.00
3050-CM-SCH	School Composting			0.00
3060-CM-GOV	Government Composting			0.00
3070-CM-OTH	Other Composting			0.00
Composting Totals		0.00	3.75	3.75
Special Waste				
4000-SP-ASH	Ash			0.00
4010-SP-SLG	Sludge (sewage industrial)			0.00
4020-SP-TRS	Tires	0.00	0.00	0.00
4030-SP-WHG	White Goods	2.34	2.70	5.04
4040-SP-SCM	Scrap Metal	1.48	1.77	3.25
4050-SP-WDW	Wood Waste	0.00	0.00	0.00
4060-SP-CAR	Concrete/Asphalt/Rubble	1.25	0.00	1.25
4070-SP-DSD	Disaster Debris			0.00
4080-SP-SGL	Shingles			0.00
4090-SP-RND	Rendering			0.00
4100-SP-OTH	Other Special Waste	0.00	0.00	0.00
Special Waste Totals		5.07	4.47	9.54

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-16	Feb-16	Y-T-D
Public Education & Outreach				
5000-ED-ELC	Electronic (radio, TV, WWW, Hotlines)			0.00
5010-ED-PRN	Printed Media			0.00
5020-ED-OUT	Outreach (workshops, fairs, field trips)			0.00
5030-ED-SCH				0.00
5040-ED-OTH	Other Public Education			0.00
Public Education & Outreach Totals		0.00	0.00	0.00
Policy Incentives				
6000-PI-PLB	Product & Landfill Bans			0.00
6010-PI-EIN	Economic Incentives			0.00
6020-PI-ORD	Ordinances			0.00
6030-PI-OTH	Other Policy Incentives			0.00
Public Education Totals		0.00	0.00	0.00
Facility Recovery				
7000-FR-MRF	Material Recovery Facility	0.98	0.44	1.42
7010-FR-LAN	Landfill			0.00
7020-FR-TST	Transfer Station			0.00
7030-FR-CMF	Composting Facility			0.00
7040-FR-ADC	Alternate Daily Cover			0.00
7050-FR-OTH	Other Facility Recovery			0.00
Facility Recovery Totals		0.98	0.44	1.42
Transformation				
8000-TR-WTE	Waste-to-Energy	0.25	0.10	0.35
8010-TR-WDW	Biomass (wood waste)			0.00
8020-TR-TRS	Tires	0.40	0.35	0.75
8030-TR-OTH	Other Transformation			0.00
Transformation Totals		0.65	0.45	1.10
Household Hazardous Waste				
9000-HH-PMF	Permanent Facility			0.00
9010-HH-MPC	Mobile/Periodic Facility			0.00
9020-HH-CSC	Curbside Collection			0.00
9030-HH-WSE	Waste Exchange			0.00
9040-HH-EDP	Educational Programs			0.00
9045-HH-EWA	Electronic Waste	0.85	2.28	3.13
9050-HH-OTH	Other Household Hazardous Waste			0.00
HHW Totals		0.85	2.28	3.13
All Programs Total		160.08	150.22	310.30
Total Refuse		1,568.56	1,641.18	3,209.74
Total Tonnages Generated		1,728.64	1,791.40	3,520.04
Multi Family Net Diverted Tonnage				
2030-RC-OSP	Multi Family Curbside Recycling	4.74	4.42	9.16
3020-CM-COG	Multi Family Curbside Greenwaste	0.00	0.00	0.00
7000-FR-MRF	Multi Family Material Recovery Facility	0.00	0.00	0.00
Residential Bin Net Diverted Tonnage				
2030-RC-OSP	Residential Bin Curbside Recycling	0.00	0.00	0.00
3020-CM-COG	Residential Bin Curbside Greenwaste	0.00	0.00	0.00
7000-FR-MRF	Residential Bin Material Recovery Facility	0.00	0.00	0.00
Oil Waste (in Gallon)				
9010-HH-MPC	Mobile/Periodic Facility	0.00	0.00	0.00

BULKY PICK UPS

City Of Adelanto Bulky Pick-ups
March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
36069	10957	LIVE OAK LN	03/01/16	2 MATTRESSES, DRESSER, PORCH SWING, BOOKSHELF
31307	11034	WILLOW LN	03/01/16	2 BUNDLES OF BRANCHES ARTURO ARROYO 760-609-6837
31263	11264	WESTBROOK DR	03/01/16	TV WALL UNIT, NIGHT STAND, 3 MATTRESSES. P/HECTOR-
34248	11693	VILLA ST	03/01/16	2 COUCHES, TABLE, 2 CHAIRS RAMONA 760-881-4760
36541	14517	SPRINGDALE CIR	03/01/16	WATER HEATER, 2 CHAIRS, BBQ, TABLE LEAF. P/ANNA 760-246-0228
38452	14547	DRYSDALE CIR	03/01/16	MATTRESS, CHAIR, FANKINYETTA 760-963-3482
37497	14566	DESERT ROSE DR	03/01/16	4 CHAIRS, 2 COUCHES KIMBERLY 702-980-0332
28113	14599	AGAVE WAY	03/01/16	2 CHAIRS, BIKE, DRESSER, CABINET, SWIMMING POOL, 3 BABY CAR SEATS
37971	14747	SNAPDRAGON LN	03/01/16	GARDEN SEEDER, COUCH P/EARNESTINA
57733	14765	IRIS ST	03/01/16	FISH TANK, DOOR, HEAD & FOOTBOARD, RACK
33577	10598	CHESTERFIELD ST	03/02/16	3 CHAIRS, 2 PCS. OF PLYWOOD STACY 760-530-7033
45333	10966	HILLSBOROUGH ST	03/02/16	MATTRESS, BOX SPRING, DRESSER, 2 ROLLS OF CARPET EUGENIA GALINDO 760-490-6868
49139	11057	STAR ST	03/02/16	2 MATTRESSES, 2 BOX SPRING, FUTON COUCH. 760-475-8869
43505	11085	HILLSBOROUGH CT	03/02/16	2 BIKES, BED FRAME, TIRE KENNETH HICKS 760-867-6839
45925	11202	SHANANDOAH ST	03/02/16	2 COUCHES RICHARD 760-475-0695
30249	14616	PALMYRA CT	03/02/16	2 MATTRESSES, BUNDLE OF CARDBOARD PER CANDICE 760-596-2364
29020	14764	DANA ST	03/02/16	MATTRESS, BBQ THERESA ARZATE 760-524-7577
53908	14789	DAISY RD	03/02/16	2 COUCHES,DRESSER, MATTRESS, HEADBOARD, FOOTBOARD, 4 CHAIRS P/ SHANNON- 760-900-0214
39556	15010	LEXINGTON ST	03/02/16	SOFA, TABLE, AND WOOD- CARLOLA 619-484-4192
28960	15043	DAISY RD	03/02/16	2 TOILETS, VANITY, 2 TIRES P/PEDRO
30360	15158	PARK WAY	03/02/16	MATTRESS, BED FRAME, FUTON PER TINA 760-523-4633
29115	15174	DESERT ST	03/02/16	MATTRESS, BOX SPRING, PALLET
30637	15174	REIMAN ST	03/02/16	MATTRESS VINCENT 760-523-1608
29116	15186	DESERT ST	03/02/16	3 PIECE SECTIONAL COUCH FOR MANUEL
31364	11590	WINTER PL	03/03/16	3 BOX SPRINGS, MATTRESS 2 DRESSERS PER MONICA 760-927-7785
40313	11715	MAYWOOD CT	03/03/16	HEADBOARD, FOOTBOARD, LOVESEAT, CAR DOOR, CAR SEAT. MARIA MARTINEZ 626-626-6705
40449	11748	GALEWOOD CT	03/03/16	2 COUCHES, TABLE, EXERCISE BIKE, MIRROR AURA 760-246-7516
52972	11946	POPPY RD	03/03/16	MATTRESS, CHAIR, DESK, LARGE CHRISTMAS DECORATION PER CINDY 760-475-8838
35799	15435	KEARNY DR	03/03/16	TIRE SHARON CRABTREE 760-694-2710
35227	15450	ROSS DR	03/03/16	SMALL WOODEN STAGE GARY 951-665-8460
44088	15730	DESERT ROCK ST	03/03/16	RECLINER CAROLINE 760-246-2300
51703	18801	DOGWOOD CT	03/03/16	2 SOFA'S LIDIA 760-222-0497
45255	10246	KEMPER AVE	03/04/16	2 COUCHES, HEAD BOARD, FOOT BOARD, 2 MIRRORS, 2 DRESSERS, MATTRESS, ENTERTAINMENT CENTER, VERONICA RODRIGUEZ 760-412-7865
30667	10423	RODEO CIR	03/04/16	2 COUCHES AND MATTRESS PER MARTHA 760-953-9027
32091	10447	BUCKBOARD CIR	03/04/16	2 BOX SPRINGS, 2 MATTRESSES P/ROBERTA- 661-974-4669
31733	17947	KENDALL CIR	03/04/16	2 STROLLERS, 3 CHAIRS

City Of Adelanto Bulky Pick-ups
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29229	10830	EUCLID ST	03/07/16	6 HEADBOARDS, TABLE TOP, 2 BED RAILS JUANITA 760-523-1429
60773	11017	PASO BLANCO AVE	03/07/16	2 MATTRESSES PER JACQUELINE 661-889-2533
28550	11332	CAMBRIDGE ST	03/07/16	EXERCISE MACHINE P/GRACE PENA- 310-505-0424
28551	11333	CAMBRIDGE ST	03/07/16	4 COUCHES, MATTRESS ASPEN 909-802-4154
28499	11390	BRISTOL CT	03/07/16	ROLL OF CARPET PER CHRISTINA 760-530-7813
28506	11422	BRISTOL CT	03/07/16	2 COUCHES, 3 MATTRESSES. DETMANINE RIGMINDEN 760-550-7159
42437	11755	CLIFFROSE CT	03/07/16	10 BUNDLES OF WOOD FOR CAROL AGUIRRE 626-756-2018
42947	11758	STAR ST	03/07/16	4 MATTRESSES, 2 GLASS SHELVES PER SHARDE 760-605-3431
57960	14290	SOLTERRA LN	03/07/16	TABLE, 9 WOOD BUNDLES. P/ MONICA 909-855-8223
43094	14374	GRETA CT	03/07/16	DOG HOUSE, RECLINER, PICTURE FRAME, TIRE
28759	14444	COLUMBIA CT	03/07/16	MATTRESS P/TIERRA - 909-733-3413
53176	14472	SIERRA GRANDE ST	03/07/16	RECLINER, COUCH P/LUCY
28766	14478	COLUMBIA CT	03/07/16	3 CHAIRS, TABLE , SHELF
43684	14649	PALM ST	03/07/16	BED FRAME, COUCH, 8 PIECES OF WOOD MARIA CABRERA 760-780-5112
43881	15034	DELAWARE ST	03/07/16	2 CHAIRS, 2 FANS, 1 MATTRESS PER BERNARD 310-707-8986
49245	15218	PEARMAIN ST	03/07/16	2 COUCHES CHARLES BEISEL 323-864-5497
37224	10774	THORNDALE ST	03/08/16	5 ROLLS OF CARPET
54178	11372	ESSEX CT	03/08/16	COUCH, 2 BUNDLES OF METAL, 2 WOOD BUNDLES
42807	11667	VILLA ST	03/08/16	COUCH, HEADBOARD. CHAD THRONTSON 520-450-3383
34358	14503	FOXGLOVE LN	03/08/16	2 DRESSERS, BUNDLE OF WOOD
39968	14514	CLYDESDALE ST	03/08/16	COUCH ARIANA 760-964-1948
36654	14526	SCOTTSDALE CIR	03/08/16	TABLE, 4 CHAIRS
30288	14559	PALO VERDE CT	03/08/16	8 ROLLS OF CARPET. MARIA AVILA 760-995-0766
30256	14644	PALMYRA CT	03/08/16	VACUUM IVERSON GONZALES 714-397-0899
37070	14744	BO CT	03/08/16	PING PONG TABLE, STEPSTOOL, HOSE REEL, WATER COOLER, WOOD BOX. YOLANDA 323-578-6270
36701	14786	LOUISA CT	03/08/16	4 CHAIRS, TIRE, CAR SEAT, SET BEDRAILS PER LILIA 760-508-7552
28429	10610	BONANZA RD	03/09/16	2 COUCHES
53200	10617	JOSHUA ST	03/09/16	2 DRESSER, TABLE, BED FRAME P/ELSA
28437	10698	BONANZA RD	03/09/16	8 BUNDLES OF BRANCHES PER LAURA 760-680-5997
28446	10767	BONANZA RD	03/09/16	BIKE PARTS, 2 HEADBOARD, DOOR, BUNDLE OF WOOD PER PRISCILLA 318-669-5492
47528	11083	STAR ST	03/09/16	MATTRESS, DRESSER, HEADBOARD, FOOTBOARD CEASER 909-574-5554
30878	11362	STAR ST	03/09/16	BIKE, 2 KIDS CARS PER ESTER 909-440-7946
30881	11375	STAR ST	03/09/16	MATTRESS
55223	11411	ARLINGTON ST	03/09/16	FUTON, END TABLE, NIGHT STAND VICKIE HALL 909-275-5112
44293	11602	GREENE CT	03/09/16	COUCH,3 HEADBOARDS, MATTRESS TOMMIE SMITH- 442-299-087
31896	15090	RADFORD AVE	03/09/16	SMALL FENCE, 2 BUNDLES OF PILLOWS, DOOR PER ROSIE 760-265-6254
29869	15200	LAKE ST	03/09/16	RECLINER PER KARANINA760-885-9979
31328	11375	WINTER PL	03/10/16	MATTRESS, BOX SPRING, ROLL OF CARPET VICKY ESTEL 951-203-8592
41237	11704	POPPY RD	03/10/16	TABLE, COUCH, RECLINER SUMMER WADE 760-684-9404
39843	11743	MAYWOOD CT	03/10/16	TABLE, BBQ, SATELLITE DISH, VACUUM, FAN

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29271	15354	FREMONT DR	03/10/16	WAGON, TOILET, 2 PIECE OF CARPET, PIECE OF PLASTIC PER MARIA 760-530-0891
44140	15757	DESERT ROCK ST	03/10/16	DRESSER, ANGELINA CASTRO..760-246-4077
44371	15763	DESERT ROCK ST	03/10/16	2 COUCHES, PEDRO CHAVEZ 760-486-6863
45077	15830	DESERT PASS ST	03/10/16	FUTON COUCH, DRESSER
51266	18762	CEDAR CT	03/10/16	4 MATTRESSES, TABLE PER CHANTINA 424-246-1096
29100	19043	DENNIS ST	03/10/16	DOUBLE RECLINER RICHARD 760-246-7707
30348	19043	PANTHER AVE	03/10/16	COUCH GARY 760-246-5275
44866	10459	BUTTE ST	03/11/16	PER MARIA MATTRESS, BOX SPRING, CRIB
52218	10533	CHEVRON CT	03/11/16	COUCH, CHAIR, TABLE PER AUTUMN 760-660-0396
28357	11732	BEGONIA RD	03/11/16	5 ROLLS OF CARPET, 2 COUCHES ANGELA 909-749-5940
29391	11875	HARDY AVE	03/11/16	5 COUCHES SOLOMON 760-887-9200
30931	17871	STEVENS ST	03/11/16	OTTOMAN, 2 TV STANDS, DESK. ANCELMO FIGUERO 760-403-0531
55843	10819	EUCLID ST	03/14/16	DRESSER, MATTRESS, HEAD BOARD, SCOOTER, VACUUM PER CHANTELLE 560-552-4449
42143	11732	BALBOA CT	03/14/16	2 COUCHES, 5 ROLLS OF CARPET PER JESUS
38440	11760	WOLCOTT ST	03/14/16	HEADBOARD, 2 CHAIRS, MOPPING BUCKET, LAUNDRY BASKET MIGDALIA 760-246-3029
61645	14228	PURPLE CANYON RD	03/14/16	MATTRESS, 2 BOX SPRINGS, 2 NIGHT STAND PER FARRAH 909-644-9775
37936	14244	SANDY RIDGE CT	03/14/16	2 MATTRESSES, 3 FOOT COUNTER TOP, EZ UP CANOPY HECTOR 760-684-0877
57758	14270	VINCENT WAY	03/14/16	COUCH, MATTRESS CHARLETT SMITH 951-361-1864
57842	14281	SOLTERRA LN	03/14/16	BENCH, SLIDE, BBALL COURT, VOLLEYBALL NET. P/CATHERINE 323-228-0551
31637	14374	PEARMAIN ST	03/14/16	FAKE PLANT, 2 DRESSERS, GRANITE TABLE, MATTRESS VANESSA 760-561-239
45242	14375	DELICIOUS ST	03/14/16	2 MATTRESSES, 2 TV STANDS. REGAN RIVERIA 760-261-9710
29414	14479	HARVARD CT	03/14/16	COUCH, BOOK CASE, MATTRESS, BED FRAME, DRESSER, CHAIR, 2 TIRES P/CYNTHIA 760-246-8091
35209	14553	DELICIOUS ST	03/14/16	TOILET GERARDO MARTINEZ 951-337-7026
38625	15264	ELLERY ST	03/14/16	MATTRESS, KIDS PLAY HOUSE, PLASTIC WATER HOSE, METAL FRAME
30704	11090	ROSEDALE DR	03/15/16	MATTRESS, BOX SPRING, AQUARIUM STAND
31155	11094	VILLA ST	03/15/16	2 TIRES, DRESSER, CRIB PER ARIANA 760-530-2126
38393	11375	BENTLEY CT	03/15/16	2 CAR FENDERS, WEIGHT BENCH, MATTRESS, 3 CHAIRS, 2 TV TRAYS, FAN. OLGA 760-486-1212
28103	14554	AGAVE WAY	03/15/16	3 COUCHES GENE GARCIA 909-630-5601
38538	14560	CHIPPENDALE CIR	03/15/16	2 MATTRESSES P/GERI TOWNSEND- 562 461-8740
29714	14653	KELLY ST	03/15/16	MATTRESS, BOX SPRING, 2 COUCHES PER ANDRES 760-848-8312
38119	14735	DELICIOUS ST	03/15/16	3 MATTRESSES COUCH, CARPET PER MARIA 760-447-0539
36877	14784	BO CT	03/15/16	6 PIECES OF BED FRAME, MATTRESS, BOX SPRING, 2 DRESSERS SAVANNAH BARNET 661-236-1519
38063	14849	DELICIOUS ST	03/15/16	COUCH, 2 POOL LADDERS, BED FRAME LEONEL PRADO 760-246-2300
30128	10695	MOORFIELD ST	03/16/16	OFFICE CHAIR, COUCH RICARDO TRINIDAD 760-508-1719
30688	10815	ROSE CT	03/16/16	7 MATTRESSES, FUTON COUCH, TOILET. PER KINESHA 908-609-9451
51724	11066	STAR ST	03/16/16	COUCH, DRESSER

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55265	11203	CHARLESTON ST	03/16/16	5 ROLLS OF CARPET ORLANDO CUEVAS 323-823-1354
52179	11242	SOFIA WAY	03/16/16	2 MATTRESSES, 2 BOX SPRINGS
53678	11443	ARLINGTON ST	03/16/16	ENTERTAINMENT CENTER, HOCKEY TABLE, SECTIONAL COUCH, MATTRESS, HEADBOARD, FOOTBOARD, 2 PIECES OF WOOD BED FRAME, BOX SPRING
53886	14783	PROVIDENCE RD	03/16/16	2 COUCHES, TABLE, DESK, TABLE TOP
28927	14829	CYPRESS RD	03/16/16	OTTOMAN, MATTRESS, BED FRAME, NIGHTSTAND BESSIE 760-954-2634
44884	14956	DAVINCI CT	03/16/16	2 COUCHES, 2 DRESSERS- P/DEMETRA MILLER- 760-867-8459
33582	15022	BINFORD AVE	03/16/16	4 COUCHES VERONICA SANCHEZ 626-824-6735
40974	15138	BILTMORE ST	03/16/16	5 ROLLS OF CARPET ALICIA 760-530-0520
28982	15185	DAISY RD	03/16/16	3 COUCHES, HEADBOARD JACOB 760-530-7192
28642	18509	CASABA RD	03/16/16	COUCH, 6 MATTRESSES
53361	11454	WINTER PL	03/17/16	ROOM PARTION, WOOD BED FRAME, TV STAND, TABLE. P/ERIN 909-367-8798
30568	11724	PORTOLA CT	03/17/16	SHELF UNIT
38530	11738	DESERT GLEN ST	03/17/16	4 COUCHES PER TONISHA 760-508-8214
39519	11743	GALEWOOD CT	03/17/16	3 MATTRESSES,2 BIKES ISA COLEMAN 760-991-6142
30575	11756	PORTOLA CT	03/17/16	2 MATTRESSES, 2 BOX SPRING TANJA LONG 424-367-8608
49251	11982	SPRING HILL CT	03/17/16	2 CAR SEATS PER JUAN 760-530-2835
35476	15447	FREMONT DR	03/17/16	COUCH, 3 BUNDLES OF WOOD, PIECE TO A GARAGE DOOR PER SEAN 760-523-1312
53343	15601	KEARNY DR	03/17/16	DRESSER, TABLE, HEADBOARD P/CHERYL 909-586-2085
45398	15841	DESERT PASS ST	03/17/16	2 CANOPIES, BABY SWING, 2 TIRES(NO RIMS) PER CARMEN- 760-523-6905
45092	15858	DESERT PASS ST	03/17/16	VACUUM REYNA RODRIGUEZ 760-530-9063
34158	18830	BIRCH CT	03/17/16	5 MATTRESSES PER MARTIN SALDANO 760-246-5179
31476	11985	CHAMBERLAINE WAY A-B	03/18/16	2 COUCHES
30093	17820	MONO CT	03/18/16	2 ROLLS OF CARPET, BUNDLES OF BRANCHES, TIRE
29237	10799	FLORAL ST	03/21/16	COUCH, TABLE
29224	10800	EUCLID ST	03/21/16	FUTON, CHAIR, CARPET MARY ABRAM 760-561-2970
63290	11129	RIO SECO CT	03/21/16	BUNDLES OF CARDBOARD
28340	11332	BEGONIA RD	03/21/16	3 COUCHES,2 RECLINERS,3 CHAIRS, TABLE. P/JOVITA-760-442-0314
51233	11748	TAYLOR ST	03/21/16	2 COUCHES, MATTRESS, TABLE, ENTERTAINMENT CENTER MARIA 760-261-8889
44883	11768	NEHMANS WAY	03/21/16	MATTRESS, COUCH, OTTOMAN
49193	11882	STAR ST	03/21/16	2 MATTRESSES, BOX SPRING, 2 CABINETS MARIA GOMEZ 760-885-5882
33057	14231	BAY CT	03/21/16	ROCKING CHAIR,2 HUTCHES, NIGHT STAND, MICHAEL 760-885-4296
46428	14235	SAVANNA ST	03/21/16	TABLE TOP, BUNDLE OF CLOSET DOORS. SHEILA THREET 760-912-5199
45208	14249	CAROLINE ST	03/21/16	HIGH CHAIR, 2 BIKES, KIDS 4-WHEELER. MONICA 909-682-9627
36832	14263	PALM CT	03/21/16	MATTRESS, BOX SPRING, WOODEN CABINET ELENA 760-508-7167
43548	14362	SAVANNA ST	03/21/16	MATTRESS, POOL LINER, POOL COVER, WOODEN SPEAKER BOX, LADDER
42951	14403	CAROLINE ST	03/21/16	2 COUCHES, MATTRESS, AND BOX SPRING PER LUS 562-565-4304

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40270	15142	BRAXTON ST	03/21/16	3 MATTRESS, TABLE
52275	11096	MCKINLEY AVE	03/22/16	LAWN MOWER, COUCH, PALM FRONDS
29143	11119	DESERT ROSE DR	03/22/16	DESK PER MANUEL 760-628-7625
31178	11223	VILLA ST	03/22/16	MATTRESS, ROLL OF CARPET, DESKTOP, DRESSER, PIECE OF WOOD. ALEJANDRO HERNANDEZ 760-980-6941
29163	11229	DESERT ROSE DR	03/22/16	BOX SPRING
42392	11360	CHANTALE CT	03/22/16	3 MATTRESSES, COUNTERTOP ROSALIA RIOS 760-810-9078
41119	14392	JEREMIAH ST	03/22/16	3 MATTRESS, 3 BOX SPRING, BUNDLE OF WOOD, 2 HEADBOARD, 2 FOOTBOARDS, BUNDLE OF BEDRAILS PER ALEX 323-809-9863
37717	14523	HANDSDALE ST	03/22/16	MATTRESS, BOX SPRING, HEADBOARD, FOOTBOARD, BED FRAME *FRANCISCO RAMIREZ 760-508-7657
32031	14561	SAGE LN	03/22/16	TOILET IN BOX, RUG BUNDLED, CARDBOARD TRASH CAN LEXIE 760-686-9674
28123	14625	ALAN ST	03/22/16	BOX SPRING, HEADBOARD, MIRROR, LOVESEAT, SHELF TERESA 760-508-0704
28132	14682	ALAN ST	03/22/16	COUCH, TABLE
30334	19026	PANTHER AVE	03/22/16	FISH TANK FOR LUCILLE CALTABIANO 760-881-2960
33974	10567	PLAINFIELD ST	03/23/16	ENTERTAINMENT CENTER, KIDS BOOSTER SEAT PER JOSE 760-801-1134
50371	11007	STAR ST	03/23/16	4 DOORS AND UMBRELLA PER JACKIE 760-792-7967
54359	11162	SHANANDOAH ST	03/23/16	MATTRESS PER JEANIE 760-246-2300
30891	11437	STAR ST	03/23/16	MATTRESS, BOX SPRING, HEADBOARD PER IRA 760-523-1877
31814	14828	DAISY RD	03/23/16	MATTRESS, 2 BOX SPRINGS GLORIA 626-941-8177
28943	14833	DAISY RD	03/23/16	2 COUCHES BERNDETTE 760-780-3836
44854	14939	CHRISTOPHER ST	03/23/16	2 COUCHES, DRESSER. SIDE TABLE PER ZALDA 760-523-1516
33995	14944	BINFORD AVE	03/23/16	5 PIECE SECTIONAL COUH, 3 MATTRESSES, BED FRAME H LETICIA 818-581-1835
34580	15041	CRAWFORD AVE	03/23/16	2 MATTRESSES, ARTIFICIAL TREE
30614	15072	RADFORD AVE	03/23/16	COUCH, STACK OF CHAIRS, 5 MATTRESSES, ENTERTAINMENT CENTER , DRESSER, HEADBOARD, FOOTBOARD, 2 BED FRAMES PER JOSE 760-486-5752
40399	15136	ARCADIAN ST	03/23/16	5 MATTRESSES RHONDA 760-523-1492
45366	15142	RAINIER ST	03/23/16	2 TIRES
54776	11659	DESERT CROSSING ST	03/24/16	MATTRESS, CHAIR, WATER DISPENSER, AND TABLE PER CARLOS 760-900-8812
43486	15359	ROSS DR	03/24/16	COUCH, LAMP STAND KEON WALKER 760-951-8227
46430	15764	OX HILL CT	03/24/16	4 DRESSERS, HEADBOARD, 4 PCS OF BED FRAME, MATTRESS KINDERYA BAILEY 213-453-4320
52897	18862	KOALA RD	03/24/16	COUCH, MATTRESS. 3 CHAIRS- P/JOY -760-403-3192
29084	19026	DENNIS ST	03/24/16	COUCH, TABLE, DRESSER, BED FRAME PER MICHAEL 562-484-4460
28619	17780	CARSON CIR	03/25/16	2 BOX SPRINGS, MATTRESS PER TINA 760-265-7763
29628	17823	JUNIPER ST	03/25/16	MATTRESS PER BRENDA 714-249-8802
30096	17837	MONO CT	03/25/16	WATER HEATER P/TERESA - 213-507-7425
30933	17881	STEVENS ST	03/25/16	2 MATTRESSES, BOX SPRING, RECLINER ESMERALDA ROJAS 760-867-9608
31080	17980	VERBENA RD	03/25/16	2 COUCHES, 2 DRESSERS, DOLL HOUSE PER ALANA 760-867-5164
44367	18051	VERBENA RD	03/25/16	MATTRESS, PLASTIC STORAGE BIN, MINNIE MOUSE TOY CAR, BBQ, CHAIR *GRECHEL 951-254-8472

City Of Adelanto Bulky Pick-ups
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28425	18907	BELLFLOWER ST	03/25/16	2 MATTRESSES, 2 BOX SPRINGS LOUISE 760-646-0810
28426	18927	BELLFLOWER ST	03/25/16	2 BOX SPRINGS, MATTRESS, 2 TABLES LOUISE 760-646-0810
29233	10779	FLORAL ST	03/28/16	BUNDLE OF WOOD, 2 DOORS PER JOY 760-234-5763
28488	11324	BRISTOL CT	03/28/16	COUCH. SUSAN KADERA 760-246-8192
28077	11350	ADDISON ST	03/28/16	3 CHAIRS, CABINET, DOORS PER JAIME 818-221-7883
39246	11757	WOLCOTT ST	03/28/16	2 COUCHES, TABLE, MATTRESS, TIRE. SABINA 760-617-9815
54314	11766	TAYLOR ST	03/28/16	MATTRESS, BOX SPRING, DESK, 2 SHELVES, 4 TIRES PER DANNY 760-475-3339
45564	11805	NEHMANS WAY	03/28/16	2 MATTRESSES PER CARRIE ANN 702-490-1381
45508	14246	CAROLINE ST	03/28/16	DRESSER, BOOKSHELF, STAND GEANA ODERMATT 760-490-4323
54339	14339	SIERRA GRANDE ST	03/28/16	COUCH (3 PIECES) PER MIGUEL 760-987-1027
43079	14366	GRETA CT	03/28/16	DOG HOUSE, ROLL FENCING, FENCE POSTS, DOG CRATE, TRASH CAN, BUNDLE OF WOOD, WEIGHT BENCH. P/LAKEESHA 2175797
28762	14451	COLUMBIA CT	03/28/16	MATTRESS, BOX SPRING, HEADBOARD, FOOTBOARD, BED FRAME NADINE 760-694-2082
32110	14459	COLUMBIA CT	03/28/16	MATTRESS, BOX SPRING
29412	14475	HARVARD CT	03/28/16	2 BOX SPRINGS, FOOSBALL TABLE, TV SHELL, BARREL PER MONICA 760-508-3327
35526	14537	DELICIOUS ST	03/28/16	KIDS PLAYHOUSE, PING PONG TABLE ANGEL- 760-486-8005
28109	14582	AGAVE WAY	03/28/16	2 MATTRESSES PER LOVLIA LANE 760-261-3662
37567	15228	STONE ST	03/28/16	BBQ, TABLE, COAT RACK MELISSA 760-646-4044
29399	14784	HARRISON DR	03/29/16	WATER SOFTENER, AND 2 SHOWER DOORS BRITTANY 760-927-4044
34112	10636	PLAINFIELD ST	03/30/16	2 MATTRESSES, DRESSER. LUCILLA GARCIA 760-596-5900
30535	10738	PLAINFIELD ST	03/30/16	2 COUCHES WILLIAM WINDBURN 909-957-0691
40986	11159	ALEXANDRIA ST	03/30/16	2 MATTRESSES, COUCH, TABLE P/PAIGE- 760-810-3621
30886	11410	STAR ST	03/30/16	MATTRESS, 2 BOX SPRINGS, NIGHT STAND, DRESSER RONALD LOCKE 760-442-8663
39193	11849	BROAD OAK CT	03/30/16	WORK BENCH, CHAIR, TV STAND PER YSENIA 760-662-0509
34061	14997	CRAWFORD AVE	03/30/16	2 BOOK SHELVES
42114	11744	BALBOA CT	03/31/16	4 PIECES OF WOOD, CHRISTMAS TREE, 2 MATTRESSES P/NEISHA- 760-530-7227
38833	11796	JUSTINE WAY	03/31/16	4 CHAIRS, TOILET, WATER FOUNTAIN, VACUUM, TABLE BASE P/MARTHA- 760-927-2185
35609	15434	KEARNY DR	03/31/16	SPEAKER, BOX SPRING P/CHARLOTTE 760-766-5094
35229	15435	LASSEN DR	03/31/16	DRESSER, BED FRAME, TIRE ALLESANDRA 760-881-6038
43534	15762	DESERT PASS ST	03/31/16	3 COUCHES, 1 BOX SPRING 2 BEDS PER SENOR GOMEZ 276-927-0001
29611	19039	JOSHUA ST	03/31/16	2 COUCHES, BIKE SOFIA 760-246-8724

CALL LOGS

City of Adelanto Complaints March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES

NONE TO REPORT

City of Adelanto Compliments March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
		NONE TO REPORT		

City of Adelanto Misses March 2016

CUST ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
29375	14785	HAMILTON CT	03/09/16	SERVICE 60 RECYCLE - NOT SERVICED YESTERDAY
28263	11552	AUTUMN ST	03/11/16	SERVICE 60 GREEN
30241	11477	PALISADES CT	03/15/16	SERVICE 60 BLUE
30480	10809	PEPPER ST	03/15/16	SERVICE 60 TRASH. ONLY 1 TRASH BARREL WAS SERVICED. CUSTOMER UPSET
60739	10968	WILSON AVE	03/16/16	SERVICE 60 RECYCLE. NO SERVICE ON MONDAY. CUSTOMER UPSET
49256	14250	NICOLES WAY	03/22/16	SERVICE TRASH BARRELS SAYS WAS MISSED YESTERDAY
40912	14337	JEREMIAH ST	03/23/16	SERVICE 60 BLUE
28119	14612	ALAN ST	03/23/16	SERVICE 60 BLUE. P/ALMA WAS NOT SERVICE ON TUESDAY. NO REMARKS.
51534	11191	SOFIA WAY	03/24/16	SERVICE 60 GREEN WASTE - SAID MISSED ON WEDNESDAY P/LOUIS 760-403-3457
29176	10732	DOVE CT	03/24/16	SERVICE 60 RECYCLE PER CARLITA 760-508-3374 NOT SERVICED YESTERDAY
54706	14587	DELICIOUS ST	03/29/16	SERVICE 60 GREEN BBL P/ MARTIN. NO REMARKS

SHARPS CONTAINER ACTIVITY

City of Adelanto Sharps March 2016

COLLECTED	DELIVERED
6	6

USED OIL PROGRAM

City of Adelanto Oil Program
March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES

NONE TO REPORT

CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, City Manager/ City Clerk

BY: Belen Cordero, Conservation Specialist/Recycling Coordinator

SUBJECT: 1ST QUARTER COMMERCIAL & RESIDENTIAL SOLID WASTE & RECYCLING REPORT-2016

ATTACHMENTS:

1. Burrtec's 1ST Quarter commercial & residential solid waste & recycling report 2016

BURRTEC
WASTE INDUSTRIES, INC.
"We'll Take Care Of It"

April 20, 2015

Ms. Belen Cordero
City of Adelanto
11600 Air Expressway - P.O. Box 10
Adelanto, CA 92301

Re: 1st Quarter 2016 – Commercial & Residential Report

Dear Ms. Cordero:

The following information is provided as the quarterly report for the solid waste and recyclables collection services:

Solid Waste Collected

Attached is a copy of the December 2015, January & February 2016 Waste Generation and Diversion Reports, which also provides a breakdown of the tonnage, collected by commodity type. Additional information based on program code and AB939 reporting format is also included.

The recycling tonnage is received and processed at the Victor Valley Material Recovery Facility. A detailed commodity breakdown by customer type is included.

The solid waste is taken to the Victorville Landfill.

Call Logs

Attached are the call logs for the quarter.

Compliments	0
Complaints	0
Missed pick-ups	27

Programs

Used Oil Collection
AVCO Disposal provides a used oil collection program. Under this program, participating residents have their used oil and oil filters collected at curbside.

9890 Cherry Avenue • Fontana, California 92335 • 909-429-4200 • FAX 909-429-4290

Bulky Item, Universal Waste & E-Waste Collection
Universal waste includes such items as toaster ovens and radios. Electronic waste or e-waste includes such items as computer monitors, television sets, stereos and CPU's. Barrel serviced customers can schedule a convenient curbside collection of E-waste and large unwanted items by contacting our customer service department. A detailed list of all completed bulky item pick-ups is included.

Sharps Container & Collections
Sharps containers are provided to participating Adelanto residential services customers at no extra charge for proper disposal of sharps. Residents may exchange their used containers for a new container at the AVCO facility or have a container delivered to their home.

Monthly program activity is reflected in the table below:

Used Oil		E-Waste	
Oil Container Deliveries	0	Televisions	144
Used Oil Collection	0	Other Items	30
Sharps		**Bulky Item Pick-ups**	
Used Containers Dropped Off	32	Calls Received	588
New Containers Picked Up	28	Diverted Bulky tons	7.20

Warning Notices

No warning notices were issued during the quarter.

Problems Encountered

No problems were encountered during the quarter.

Public Outreach Activities

Activities: A Shred-Fest event was held at the Victor Valley MRF Recycling Center on February 6 (event flyer attached). Four Adelanto residents brought the equivalent of 11 boxes of confidential documents to be shredded (approximately 0.9 tons of paper shredded and recycled).

Commercial Recycling

Burrtec provided a 3-yard recycling bin to collect materials from the Mavericks Adelanto Grand Prix that was held January 15-17, 2016. Victor Valley MRF completed a visual inspection (photos enclosed) and weighed the load per City's request.

Below please find the activity summary for the Commercial and Multi-Family Recycling Program:

Date	Customer	Comment
2/6/16	Victor Valley MRF	Shred Fest – 4 residents participated
2/19/16	George Elementary School	Recycling presentation

AB 341 Compliance Accounts*

Min 4-yd / 5 units With Recycling	All With Recycling	Min 4-yd / 5 units Without Recycling	All Without Recycling
79	94	45	207

* Accounts (4 yards/week) with 3rd Party Recycling: 3

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Richard Niño
Vice President

/sr

SOLID WASTE COLLECTED

VICTORVILLE DISPOSAL
City of Adelanto

Waste Generation and Diversion Report
February_2016

Route Description	Refuse	Recycling	E-waste	Greenwaste	Tires (Transformation)	Tin/White Goods	Scrap Metal	Inert	Transformaton	Comm'l Select	Total Tonnage Generated		
Residential Total	678.57	158.58	-	-	-	-	-	-	-	-	837.15		
Christmas Tree Total	-	-	-	-	-	-	-	-	-	-	-		
Bulky Item Total	18.75	-	2.28	-	-	2.70	-	-	-	-	23.73	*860.88*	*Residential*
Clean Up Total	-	-	-	-	-	-	-	-	-	-	-		
Multi-Family Total	110.58	6.35	-	-	-	-	-	-	-	-	116.93	*116.93*	*Multi-Family*
Residential Bin Total	4.10	-	-	-	-	-	-	-	-	-	4.10		
Commercial Total	289.43	41.82	-	-	0.35	-	1.77	-	0.10	-	333.47	*337.57*	*Commercial*
Rolloff Total	471.54	-	-	3.75	-	-	-	-	-	0.73	476.02	*476.02*	*Rolloff*
Grand Total	1,572.97	206.75	2.28	3.75	0.35	2.70	1.77	-	0.10	0.73	1,791.40		
	(a)												

Diverted Tonnage											Total Tonnage Diverted	Residue %	Residue Tons	Net Tonnage Diverted
Residential Recyling		158.58									158.58	33.62%	53.31	105.27
Resd'l Recyling- External Bulky		-	2.28			2.70	-				4.98	0.00%	-	4.98
Multi-Family Recy		6.35									6.35	30.32%	1.93	4.42
Commercial Recycling		41.82									41.82	30.32%	12.68	29.14
Commercial Transformation									0.10		0.10	0.00%	-	0.10
Commercial-Other Recycling				-	0.35	-	1.77	-			2.12	0.00%	-	2.12
Rolloff Select Loads										0.73	0.73	40.00%	0.29	0.44
Rolloff-Other Recycling				3.75	-	-	-	-			3.75	0.00%	-	3.75
Total Diverted Tonnage	-	206.75	2.28	3.75	0.35	2.70	1.77	-	0.10	0.73	218.43		68.21	150.22
CIWMB Program	*Refuse*	*Recycling*		*Composting*	*Transformation*	*Special Waste - 4000 Series*			*Facility Recovery*				*Refuse*	*All Programs*
CIWMB Program-Code		*2000 Series*		*3000 Series*	*8000 Series*	(c)			*7000 Series*				(b)	(e)

Gross Diversion	12.19%	**Net Diversion**	8.39%
Residential	*19.00%*	*Residential*	*12.81%*
Multi-Family	*5.43%*	*Multi-Family*	*3.78%*
Commercial	*13.05%*	*Commercial*	*9.29%*
Rolloff	*0.94%*	*Rolloff*	*0.88%*

Reconciliation of Tonnage to CIWMB Report:

Total refuse generated	1,572.97	(a)	Total special waste	4.47	(c)
Total residue	68.21	(b)			
Total Refuse	1,641.18		Commercial MRF credit for diversion only		(d)
Net Tonnage Diverted	150.22	(e)			
Total Reported	1,791.40				

VICTORVILLE DISPOSAL
City of Adelanto

Waste Generation and Diversion Report
January_2016

Route Description	Refuse	Recycling	E-waste	Tires (Transformation)	Tin/White Goods	Scrap Metal	Inert	Transformaton	Comm'l Select	Total Tonnage Generated		
Residential Total	686.90	167.77	-	-	-	-	-	-	0.08	854.75		
Christmas Tree Total	-	5.21	-	-	-	-	-	-	-	5.21		
Bulky Item Total	10.99	-	0.85	-	2.34	-	-	-	-	14.18	*874.14*	*Residential*
Clean Up Total	-	-	-	-	-	-	-	-	-	-		
Multi-Family Total	110.90	6.80	-	-	-	-	-	-	-	117.70	*117.70*	*Multi-Family*
Residential Bin Total	4.11	-	-	-	-	-	-	-	-	4.11		
Commercial Total	291.57	44.79	-	0.40	-	1.48	1.25	0.25	-	339.74	*343.85*	*Commercial*
Rolloff Total	391.52	-	-	-	-	-	-	-	1.43	392.95	*392.95*	*Rolloff*
Grand Total	1,495.99	224.57	0.85	0.40	2.34	1.48	1.25	0.25	1.51	1,728.64		
	(a)											

Diverted Tonnage										Total Tonnage Diverted	Residue %	Residue Tons	Net Tonnage Diverted
Residential Recyling		167.77								167.77	33.62%	56.40	111.37
Christmas Trees		5.21								5.21	0.00%	-	5.21
Resd'l Recyling- External Bulky		-	0.85		2.34	-				3.19	0.00%	-	3.19
Residential Select Loads									0.08	0.08	35.00%	0.03	0.05
Multi-Family Recy		6.80								6.80	30.32%	2.06	4.74
Commercial Recycling		44.79								44.79	30.32%	13.58	31.21
Commercial Transformation								0.25		0.25	0.00%	-	0.25
Commercial-Other Recycling				0.40	-	1.48	1.25			3.13	0.00%	-	3.13
Rolloff Select Loads									1.43	1.43	35.00%	0.50	0.93
Total Diverted Tonnage	-	224.57	0.85	0.40	2.34	1.48	1.25	0.25	1.51	232.65		72.57	160.08
CIWMB Program	*Refuse*	*Recycling*		*Transformation*	*Special Waste - 4000 Series*			*Facility Recovery*				*Refuse*	*All Programs*
CIWMB Program-Code		*2000 Series*		*8000 Series*	*(c)*			*7000 Series*				*(b)*	*(e)*

Gross Diversion	13.46%	**Net Diversion**	9.26%
Residential	*20.16%*	*Residential*	*13.71%*
Multi-Family	*5.78%*	*Multi-Family*	*4.03%*
Commercial	*14.01%*	*Commercial*	*10.06%*
Rolloff	*0.36%*	*Rolloff*	*0.24%*

Reconciliation of Tonnage to CIWMB Report:

Total refuse generated	1,495.99	(a)	Total special waste	5.07	(c)
Total residue	72.57	(b)			
Total Refuse	1,568.56		Commercial MRF credit for diversion only		(d)
Net Tonnage Diverted	160.08	(e)			
Total Reported	1,728.64				

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-16	Feb-16	Y-T-D
Refuse				
	Residential Refuse	686.90	678.57	1,365.47
	Residential Bulky Items	10.99	18.75	29.74
	Residential Refuse (residue)	56.43	53.31	109.74
	Clean Up Refuse	0.00	0.00	0.00
	Government Refuse			0.00
	School Refuse			0.00
	Residential Bin Refuse	4.11	4.10	8.21
	Residential Bin Refuse (residue)	0.00	0.00	0.00
	Multi-Family Refuse	110.90	110.58	221.48
	Multi-Family Refuse (residue)	2.06	1.93	3.99
	Commercial Refuse	291.57	289.43	581.00
	Rolloff Refuse	391.52	471.54	863.06
	Commercial Refuse (residue)	13.58	12.68	26.26
	Rolloff Refuse (residue)	0.50	0.29	0.79
Refuse Totals		1,568.56	1,641.18	3,209.74
Source Reduction				
1000-SR-XGC	Xeriscaping, Grasscycling			0.00
1010-SR-BCM	Backyard Composting			0.00
1020-SR-BWR	Business Source Reduction			0.00
1030-SR-PMT	Procurement			0.00
1040-SR-SCH	School Source Reduction			0.00
1050-SR-GOV	Government Source Reduction			0.00
1060-SR-MTE	Material Exchange, Thrift Shops			0.00
1070-SR-OTH	Other Source Reduction			0.00
Source Reduction Totals		0.00	0.00	0.00
Recycling (net of residue)				
2000-RC-CRB	Residential Curbside Recycling	111.37	105.27	216.64
2010-RC-DRP	Residential Drop-Off Recycling			0.00
2020-RC-BYB	Residential Buy-Back Centers			0.00
2030-RC-OSP	Commercial On-Site Pickup	35.95	33.56	69.51
2040-RC-SFC	Commercial Self Haul Recycling			0.00
2050-RC-SCH	School Recycling			0.00
2060-RC-GOV	Government Recycling			0.00
2070-RC-SNL	Special Collection - Seasonal	5.21	0.00	5.21
2080-RC-SPE	Special Collection - Events			0.00
2090-RC-OTH	Other Recycling-Pre Sorted Roll-off	0.00	0.00	0.00
Recycling Totals		152.53	138.83	291.36
Composting				
3000-CM-RCG	Residential Curbside Greenwaste	0.00	0.00	0.00
3010-CM-RSG	Residential Self Haul Greenwaste			0.00
3020-CM-COG	Commercial On-Site Greenwaste	0.00	3.75	3.75
3030-CM-CSG	Commercial Self Haul Greenwaste			0.00
3040-CM-FWC	Food Waste Composting	0.00	0.00	0.00
3050-CM-SCH	School Composting			0.00
3060-CM-GOV	Government Composting			0.00
3070-CM-OTH	Other Composting			0.00
Composting Totals		0.00	3.75	3.75
Special Waste				
4000-SP-ASH	Ash			0.00
4010-SP-SLG	Sludge (sewage industrial)			0.00
4020-SP-TRS	Tires	0.00	0.00	0.00
4030-SP-WHG	White Goods	2.34	2.70	5.04
4040-SP-SCM	Scrap Metal	1.48	1.77	3.25
4050-SP-WDW	Wood Waste	0.00	0.00	0.00
4060-SP-CAR	Concrete/Asphalt/Rubble	1.25	0.00	1.25
4070-SP-DSD	Disaster Debris			0.00
4080-SP-SGL	Shingles			0.00
4090-SP-RND	Rendering			0.00
4100-SP-OTH	Other Special Waste	0.00	0.00	0.00
Special Waste Totals		5.07	4.47	9.54

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-16	Feb-16	Y-T-D
Public Education & Outreach				
5000-ED-ELC	Electronic (radio, TV, WWW, Hotlines)			0.00
5010-ED-PRN	Printed Media			0.00
5020-ED-OUT	Outreach (workshops, fairs, field trips)			0.00
5030-ED-SCH				0.00
5040-ED-OTH	Other Public Education			0.00
Public Education & Outreach Totals		0.00	0.00	0.00
Policy Incentives				
6000-PI-PLB	Product & Landfill Bans			0.00
6010-PI-EIN	Economic Incentives			0.00
6020-PI-ORD	Ordinances			0.00
6030-PI-OTH	Other Policy Incentives			0.00
Public Education Totals		0.00	0.00	0.00
Facility Recovery				
7000-FR-MRF	Material Recovery Facility	0.98	0.44	1.42
7010-FR-LAN	Landfill			0.00
7020-FR-TST	Transfer Station			0.00
7030-FR-CMF	Composting Facility			0.00
7040-FR-ADC	Alternate Daily Cover			0.00
7050-FR-OTH	Other Facility Recovery			0.00
Facility Recovery Totals		0.98	0.44	1.42
Transformation				
8000-TR-WTE	Waste-to-Energy	0.25	0.10	0.35
8010-TR-WDW	Biomass (wood waste)			0.00
8020-TR-TRS	Tires	0.40	0.35	0.75
8030-TR-OTH	Other Transformation			0.00
Transformation Totals		0.65	0.45	1.10
Household Hazardous Waste				
9000-HH-PMF	Permanent Facility			0.00
9010-HH-MPC	Mobile/Periodic Facility			0.00
9020-HH-CSC	Curbside Collection			0.00
9030-HH-WSE	Waste Exchange			0.00
9040-HH-EDP	Educational Programs			0.00
9045-HH-EWA	Electronic Waste	0.85	2.28	3.13
9050-HH-OTH	Other Household Hazardous Waste			0.00
HHW Totals		0.85	2.28	3.13
All Programs Total		160.08	150.22	310.30
Total Refuse		1,568.56	1,641.18	3,209.74
Total Tonnages Generated		1,728.64	1,791.40	3,520.04
Multi Family Net Diverted Tonnage				
2030-RC-OSP	Multi Family Curbside Recycling	4.74	4.42	9.16
3020-CM-COG	Multi Family Curbside Greenwaste	0.00	0.00	0.00
7000-FR-MRF	Multi Family Material Recovery Facility	0.00	0.00	0.00
Residential Bin Net Diverted Tonnage				
2030-RC-OSP	Residential Bin Curbside Recycling	0.00	0.00	0.00
3020-CM-COG	Residential Bin Curbside Greenwaste	0.00	0.00	0.00
7000-FR-MRF	Residential Bin Material Recovery Facility	0.00	0.00	0.00
Oil Waste (in Gallon)				
9010-HH-MPC	Mobile/Periodic Facility	0.00	0.00	0.00

VICTORVILLE DISPOSAL
City of Adelanto

Waste Generation and Diversion Report
December_2015

Route Description	Refuse	Recycling	E-waste	Tin/White Goods	Inert	Food	Comm'l Select	Total Tonnage Generated		
Residential Total	738.18	173.44	-	-	-	-	-	911.62		
Christmas Tree Total	-	0.96	-	-	-	-	-	0.96		
Bulky Item Total	11.99	-	1.82	2.16	-	-	-	15.97	*928.55*	*Residential*
Clean Up Total	-	-	-	-	-	-	-	-		
Multi-Family Total	111.03	6.22	-	-	-	-	-	117.25	*117.25*	*Multi-Family*
Residential Bin Total	4.11	-	-	-	-	-	-	4.11		
Commercial Total	287.57	44.66	-	-	-	46.30	-	378.53	*382.64*	*Commercial*
Rolloff Total	446.35	-	-	-	-	-	-	446.35	*446.35*	*Rolloff*
Grand Total	1,599.23	225.28	1.82	2.16	-	46.30	-	1,874.79		
	(a)									

Diverted Tonnage								Total Tonnage Diverted	Residue %	Residue Tons	Net Tonnage Diverted
Residential Recyling		173.44						173.44	33.62%	58.31	115.13
Christmas Trees		0.96						0.96	0.00%	-	0.96
Resd'l Recyling- External Bulky		-	1.82	2.16				3.98	0.00%	-	3.98
Multi-Family Recy		6.22						6.22	30.32%	1.89	4.33
Commercial Recycling		44.66						44.66	30.32%	13.54	31.12
Commercial Food - Stater Bro						46.30		46.30	8.87%	4.11	42.19
Total Diverted Tonnage	-	225.28	1.82	2.16	-	46.30	-	275.56		77.85	197.71
CIWMB Program	*Refuse*	*Recycling*		*Special Waste - 4000 Series*		*Facility Recovery*				*Refuse*	*All Programs*
CIWMB Program-Code		*2000 Series*		*(c)*		*7000 Series*				*(b)*	*(e)*

Gross Diversion	14.70%
Residential	*19.21%*
Multi-Family	*5.30%*
Commercial	*23.77%*
Rolloff	*0.00%*

Net Diversion	10.55%
Residential	*12.96%*
Multi-Family	*3.69%*
Commercial	*19.16%*
Rolloff	*0.00%*

Reconciliation of Tonnage to CIWMB Report:

Total refuse generated	1,599.23	(a)	Total special waste	2.16	(c)
Total residue	77.85	(b)			
Total Refuse	1,677.08		Commercial MRF credit for diversion only		(d)
Net Tonnage Diverted	197.71	(e)			
Total Reported	1,874.79				

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Y-T-D
Refuse														
	Residential Refuse	704.06	658.05	751.69	730.79	714.94	721.45	785.26	685.48	710.98	693.49	666.89	738.18	8,561.26
	Residential Bulky Items	15.13	17.64	17.94	19.49	16.89	25.39	25.58	12.48	22.22	20.52	11.69	11.99	216.96
	Residential Refuse (residue)	57.63	49.94	53.14	53.18	52.23	53.34	62.86	50.51	51.20	52.47	49.85	58.31	644.66
	Clean Up Refuse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Government Refuse													0.00
	School Refuse													0.00
	Residential Bin Refuse	4.21	3.80	4.44	8.63	8.84	8.63	8.40	8.23	8.75	4.67	4.34	4.11	77.05
	Residential Bin Refuse (residue)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Multi-Family Refuse	117.77	106.48	124.21	125.08	128.19	125.11	117.64	115.22	122.48	126.12	117.21	111.03	1,436.54
	Multi-Family Refuse (residue)	1.57	1.71	1.76	1.65	1.55	1.71	1.64	1.61	1.75	1.48	1.34	1.89	19.66
	Commercial Refuse	289.89	262.37	310.69	287.99	295.42	288.21	284.76	279.53	297.13	327.02	302.98	287.57	3,513.56
	Rolloff Refuse	505.68	472.75	460.59	456.62	384.89	431.04	430.06	380.36	408.68	428.44	374.85	446.35	5,180.31
	Commercial Refuse (residue)	22.47	26.11	22.95	16.93	16.59	15.77	17.25	15.50	16.58	14.87	13.64	17.65	216.31
	Rolloff Refuse (residue)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refuse Totals		1,718.41	1,598.85	1,747.41	1,700.36	1,619.54	1,670.65	1,733.45	1,548.92	1,639.77	1,669.08	1,542.79	1,677.08	19,866.31
Source Reduction														
1000-SR-XGC	Xeriscaping, Grasscycling													0.00
1010-SR-BCM	Backyard Composting													0.00
1020-SR-BWR	Business Source Reduction													0.00
1030-SR-PMT	Procurement													0.00
1040-SR-SCH	School Source Reduction													0.00
1050-SR-GOV	Government Source Reduction													0.00
1060-SR-MTE	Material Exchange, Thrift Shops													0.00
1070-SR-OTH	Other Source Reduction													0.00
Source Reduction Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Recycling (net of residue)														
2000-RC-CRB	Residential Curbside Recycling	102.71	89.00	104.93	104.99	103.12	105.31	124.11	99.74	101.09	103.60	98.43	115.13	1,252.16
2010-RC-DRP	Residential Drop-Off Recycling													0.00
2020-RC-BYB	Residential Buy-Back Centers													0.00
2030-RC-OSP	Commercial On-Site Pickup	34.96	35.98	37.16	35.14	33.03	36.40	38.63	37.98	41.28	35.49	32.15	35.45	433.65
2040-RC-SFC	Commercial Self Haul Recycling													0.00
2050-RC-SCH	School Recycling													0.00
2060-RC-GOV	Government Recycling													0.00
2070-RC-SNL	Special Collection - Seasonal	8.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.96	9.42
2080-RC-SPE	Special Collection - Events													0.00
2090-RC-OTH	Other Recycling-Pre Sorted Roll-off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Recycling Totals		146.13	124.98	142.09	140.13	136.15	141.71	162.74	137.72	142.37	139.09	130.58	151.54	1,695.23
Composting														
3000-CM-RCG	Residential Curbside Greenwaste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3010-CM-RSG	Residential Self Haul Greenwaste													0.00
3020-CM-COG	Commercial On-Site Greenwaste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.04	0.00	0.00	0.00	3.04
3030-CM-CSG	Commercial Self Haul Greenwaste													0.00
3040-CM-FWC	Food Waste Composting	30.81	27.13	31.69	38.16	37.54	40.79	50.04	46.30	43.32	42.84	40.61	42.19	471.42
3050-CM-SCH	School Composting													0.00
3060-CM-GOV	Government Composting													0.00
3070-CM-OTH	Other Composting													0.00
Composting Totals		30.81	27.13	31.69	38.16	37.54	40.79	50.04	46.30	46.36	42.84	40.61	42.19	474.46
Special Waste														
4000-SP-ASH	Ash													0.00
4010-SP-SLG	Sludge (sewage industrial)													0.00
4020-SP-TRS	Tires	0.10	0.09	0.09	0.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47
4030-SP-WHG	White Goods	0.26	1.05	0.71	1.49	1.44	1.98	1.71	0.00	2.07	2.07	1.53	2.16	16.47
4040-SP-SCM	Scrap Metal	0.07	11.18	4.21	1.93	0.00	4.41	2.70	0.42	4.57	1.55	0.00	0.00	31.04
4050-SP-WDW	Wood Waste	18.02	43.44	13.87	4.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.49
4060-SP-CAR	Concrete/Asphalt/Rubble	324.53	90.00	40.00	89.54	30.00	0.00	0.00	0.00	5.93	0.00	50.00	0.00	630.00
4070-SP-DSD	Disaster Debris													0.00
4080-SP-SGL	Shingles													0.00
4090-SP-RND	Rendering													0.00
4100-SP-OTH	Other Special Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Waste Totals		342.98	145.76	58.88	97.31	31.44	6.39	4.41	0.42	12.57	3.62	51.53	2.16	757.47

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Y-T-D
Public Education & Outreach														
5000-ED-ELC	Electronic (radio, TV, WWW, Hotlines)													0.00
5010-ED-PRN	Printed Media													0.00
5020-ED-OUT	Outreach (workshops, fairs, field trips)													0.00
5030-ED-SCH														0.00
5040-ED-OTH	Other Public Education													0.00
Public Education & Outreach Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Policy Incentives														
6000-PI-PLB	Product & Landfill Bans													0.00
6010-PI-EIN	Economic Incentives													0.00
6020-PI-ORD	Ordinances													0.00
6030-PI-OTH	Other Policy Incentives													0.00
Public Education Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facility Recovery														
7000-FR-MRF	Material Recovery Facility	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7010-FR-LAN	Landfill													0.00
7020-FR-TST	Transfer Station													0.00
7030-FR-CMF	Composting Facility													0.00
7040-FR-ADC	Alternate Daily Cover													0.00
7050-FR-OTH	Other Facility Recovery													0.00
Facility Recovery Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transformation														
8000-TR-WTE	Waste-to-Energy													0.00
8010-TR-WDW	Biomass (wood waste)													0.00
8020-TR-TRS	Tires	0.00	0.00	0.00	0.00	0.00	3.51	0.00	0.00	0.00	0.00	0.00	0.00	3.51
8030-TR-OTH	Other Transformation													0.00
Transformation Totals		0.00	0.00	0.00	0.00	0.00	3.51	0.00	0.00	0.00	0.00	0.00	0.00	3.51
Household Hazardous Waste														
9000-HH-PMF	Permanent Facility													0.00
9010-HH-MPC	Mobile/Periodic Facility													0.00
9020-HH-CSC	Curbside Collection													0.00
9030-HH-WSE	Waste Exchange													0.00
9040-HH-EDP	Educational Programs													0.00
9045-HH-EWA	Electronic Waste	0.88	2.17	0.90	1.40	0.97	0.91	1.61	1.73	1.47	1.42	1.35	1.82	16.63
9050-HH-OTH	Other Household Hazardous Waste													0.00
HHW Totals		0.88	2.17	0.90	1.40	0.97	0.91	1.61	1.73	1.47	1.42	1.35	1.82	16.63
All Programs Total		520.80	300.04	233.56	277.00	206.10	193.31	218.80	186.17	202.77	186.97	224.07	197.71	2,947.30
Total Refuse		1,718.41	1,598.85	1,747.41	1,700.36	1,619.54	1,670.65	1,733.45	1,548.92	1,639.77	1,669.08	1,542.79	1,677.08	19,866.31
Total Tonnages Generated		2,239.21	1,898.89	1,980.97	1,977.36	1,825.64	1,863.96	1,952.25	1,735.09	1,842.54	1,856.05	1,766.86	1,874.79	22,813.61
Multi Family Net Diverted Tonnage														
2030-RC-OSP	Multi Family Curbside Recycling	4.83	4.97	5.14	4.81	4.52	4.98	4.78	4.68	5.11	4.32	3.92	4.33	56.39
3020-CM-COG	Multi Family Curbside Greenwaste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7000-FR-MRF	Multi Family Material Recovery Facility	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residential Bin Net Diverted Tonnage														
2030-RC-OSP	Residential Bin Curbside Recycling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3020-CM-COG	Residential Bin Curbside Greenwaste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7000-FR-MRF	Residential Bin Material Recovery Facility	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oil Waste (In Gallon)														
9010-HH-MPC	Mobile/Periodic Facility	6.00	6.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00

CALL LOGS

CITY OF ADELANTO COMPLAINTS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
		NONE TO REPORT		

CITY OF ADELANTO COMPLIMENTS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
		NONE TO REPORT		

CITY OF ADELANTO MISSED PICK-UPS
Q1 2016

CUST #	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
41626	11301	AIR EXPRESSWAY	01/13/16	SERVICE 2-1.5YRD RECYCLE BINS
41992	19043	JOSHUA ST	01/15/16	SERVICE TRASH & RECY BRL WAS MISSED CUSTOMER HAS WALK
42207	10703	MARGIE PL	01/18/16	SERVICE TRASH BRL SAYS WHOLE STREET WAS MISSED
42211	10704	MARGIE PL	01/18/16	SERVICE 1 65 TRASH NO SERVICE LAST WEEK PER JAMES 760-246-3656
42182	10705	MARGIE PL	01/18/16	SERVICE TRASH BRL CUST SAYS THAT WHOLE STREET STILL HAS THEM OUT AND THEY ARE FULL
42226	11600	BARTLETT AVE	01/18/16	SERVICE TRASH BRL SAYS WAS MISSED
42338	10979	WILSON AVE	01/19/16	SERVICE TODAY TIA CLAIMS ENTIRE STREET MISSED 760-530-7128
43206	11277	AZTEC LN	01/25/16	SERVICE 2 60 GREENS CLAIMS THEY WERE MISSED
43468	18824	BELLFLOWER ST A-B	01/26/16	SERVICE 2 65 TRASH NO SERVICE LAST WEEK - PER CHRISTINE PROPERTY MANAGER 760-243-4406
43599	11301	AIR EXPRESSWAY	01/27/16	SERVICE 2 1.5YD RECYCLE BIN PER VICTOR 760-246-7775 CLAIMS MISSED AGAIN YESTERDAY.
57860	14276	SOLTERRA LN	02/09/16	SERVICE 1 95 GREEN BARREL PER LACY MORALES 909-374-5839
58851	14291	PURPLE CANYON RD	02/09/16	SERVICE 2 60 GREEN BARRELS PER SHAWANDA 323-559-7785
42277	11402	LA PAZ CT	02/18/16	SERVICE 1 60 GREEN BARREL CLAIMS MISSED PRISCILLA 760-987-8809
32331	10411	BUCKBOARD CIR	02/22/16	SERVICE TRASH - CLAIMS MISSED FRIDAY MONA 760-530-0008.
30223	11689	OXFORD CT	02/23/16	SERVICE 1 65 RECYCLE WAS NOT SERVICED. CUSTOMER UPSET PER BEATRIZ 818-381-1228.
54466	14315	SIERRA GRANDE ST	02/23/16	SERVICE WHOLE STREET
29375	14785	HAMILTON CT	03/09/16	SERVICE 60 RECYCLE - NOT SERVICED YESTERDAY
28263	11552	AUTUMN ST	03/11/16	SERVICE 60 GREEN
30480	10809	PEPPER ST	03/15/16	SERVICE 60 TRASH. ONLY 1 TRASH BARREL WAS SERVICED. CUSTOMER UPSET
30241	11477	PALISADES CT	03/15/16	SERVICE 60 BLUE
60739	10968	WILSON AVE	03/16/16	SERVICE 60 RECYCLE. NO SERVICE ON MONDAY. CUSTOMER UPSET
49256	14250	NICOLES WAY	03/22/16	SERVICE TRASH BARRELS SAYS WAS MISSED YESTERDAY
40912	14337	JEREMIAH ST	03/23/16	SERVICE 60 BLUE
28119	14612	ALAN ST	03/23/16	SERVICE 60 BLUE. P/ALMA WAS NOT SERVICE ON TUESDAY. NO REMARKS.
29176	10732	DOVE CT	03/24/16	SERVICE 60 RECYCLE PER CARLITA 760-508-3374 NOT SERVICED YESTERDAY
51534	11191	SOFIA WAY	03/24/16	SERVICE 60 GREEN WASTE - SAID MISSED ON WEDNESDAY P/LOUIS 760-403-3457
54706	14587	DELICIOUS ST	03/29/16	SERVICE 60 GREEN BBL P/ MARTIN. NO REMARKS

USED OIL PROGRAM

CITY OF ADELANTO USED OIL PROGRAM
FEBRUARY 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
		NONE TO REPORT		

SHARPS CONTAINER ACTIVITY

CITY OF ADELANTO SHARPS PROGRAM
Q1 2016

MONTH	COLLECTED	DELIVERED
JANUARY	11	11
FEBRUARY	11	15
MARCH	6	6

BULKY PICK UPS

CITY OF ADELANTO BULKY ITEM PICK-UPS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
39098	10318	HIGH MESA ST	01/02/16	DRESSER. TIFFANY 909-838-6444
38935	10403	BUCKBOARD CIR	01/02/16	WASHER - PER LARRY 951-581-4971
39288	10419	CIMMERON TRAIL DR	01/02/16	COUCH, 5 MATTRESSES, REFRIGERATOR, FREEZER CRYSTAL RUSH 909-746-9615
39491	10439	BUTTE ST	01/02/16	MICROWAVE CART- P/ELOUISA - 9537897
39660	15090	ALEXANDRIA ST	01/02/16	2 MATTRESSES, TOILET
39286	17957	MONROE CT	01/02/16	FLOCKED CHRISTMAS TREE
39604	10842	HICKORY ST	01/04/16	TABLE, COUCH, EXERCISE BIKE, REFRIGERATOR. P/TIM 626.3342777
39153	11147	ADDISON ST	01/04/16	ENTERTAINMENT CTR, CABINET, WOOD BUNDLE
39081	14282	CHESTNUT ST	01/04/16	2 COUCHES, CHAIR - PER ANTONIO 626-862-3620
39257	14333	PRINCETON CT	01/04/16	COUCH, 2 PATIO CHAIRS, MICROWAVE STAND, GLASS DESK PER ROCHELLE WARD 760-530-7179
39939	11196	ROSEDALE DR	01/05/16	HEADBOARD BED FRAME PER VALERIE 760-530-7577
39738	11798	WHITE AVE	01/05/16	COUCH PER HERMER COVELLI 213-908-3438
39880	14616	KELLY ST	01/05/16	3 COUCHES, MATTRESS, TABLE. IRMA 909-212-4435
39963	14783	JESSICA WAY	01/05/16	2 MATTRESSES
40162	10526	CHESTERFIELD ST	01/06/16	CAMPER SHELL, DOOR. JOE 760-246-7225
40131	10573	E WAKEFIELD ST	01/06/16	WOOD, DRYER. CARLTON RICHARDS 760-662-8324
39845	11092	WINDCREST CT	01/06/16	2 COUCHES, MATTRESS, BOOKSHELF, REFRIGERATOR PER ALMA 714-673-9805
39971	14775	CYPRESS RD	01/06/16	2 DRESSERS, 2 MATTRESSES ARMANDO ARMENTA 760-486-4671
40075	15063	STAFFORD AVE	01/06/16	2 COUCHES, 3 MATTRESSES
40457	11350	LEE AVE	01/07/16	8 MATTRESSES PER KENDELL PHILLIPS 760-246-7660
40436	11478	GOLDEN ST	01/07/16	MATTRESS, TV STAND, COFFEE TABLE. NOEMY FELIX 442-600-1392
40462	11751	JUSTINE WAY	01/07/16	COUCH, CHAIR, STOOL, BOX SPRING
40264	11988	SPRING HILL CT	01/07/16	DRESSER, HEADBOARD, MATTRESS, 2 BOX SPRING PER MIESHA 909-697-8993
40224	14939	CHRISTOPHER ST	01/07/16	2 COUCHES, BABY STROLLER, BABY PLAYPEN P/ZELDA-5231516
40379	15352	KEARNY DR	01/07/16	DESK. KIM SHAW 760-221-1887
39755	15450	ROSS DR	01/07/16	3 COUCHES REFRIGERATOR, STOVE CHRISTINE MARTIN 760-617-0192
40198	15634	KEARNY DR	01/07/16	COUCH, PURPLE TRASH CAN, TABLE, CHAIRS YING HE 909-241-9829
40190	15828	DESERT ROCK ST	01/07/16	TOILET FOR ARTHUR ROJAS 760-523-1428
39734	19011	DENNIS ST	01/07/16	4 WINDOWS PER LIZZETE 951-505-5499
40389	10419	CIMMERON TRAIL DR	01/08/16	MATTRESS, NIGHTSTAND, VANITY MIRROR, DRESSER CRYSTAL 909-746-9615
40192	10442	BUCKBOARD CIR	01/08/16	2 MATTRESSES, BOX SPRING, REFRIGERATOR ISMAEL 760-694-4569
40136	10575	LEISURE CIR	01/08/16	TOILET VANESSA 951-208-5120
39810	10704	SAND CT	01/08/16	MATTRESS, 2 BOX SPRINGS, ENTERTAINMENT CENTER, 6 CHAIRS TYLER ELSER 702-509-0917
39847	10914	AZTEC LN	01/08/16	TABLE, SOFA, MATTRESS MARIA SORIA 760-992-2855
40169	11788	LEE AVE	01/08/16	2 MATTRESSES, TABLE, CABINET DOOR/SIDES, WOOD BUNDLE, TV STAND, FUTON FRAME. MARIAM 760-261-2494
40682	12013	LEE AVE	01/08/16	MATTRESS, BED FRAME, CABINET, 2 CHAIRS
40716	17818	STEVENS ST	01/08/16	2 COUCHES MARIA 760-246-5717
39794	17911	JUNIPER ST	01/08/16	2 TOILETS, VANITY, MIRROR. P/MELINDA 760-498-4697
40515	17969	MONROE CT	01/08/16	3 MATTRESSES, 2 COUCHES

CITY OF ADELANTO BULKY ITEM PICK-UPS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
40366	10779	FLORAL ST	01/11/16	MATTRESS, BOX SPRING, BABY CRIB, BABY SWING, DRYER SHERRI 760-234-5763
40285	10832	HICKORY ST	01/11/16	WHEEL BARREL, TABLE TOP, NIGHT STAND, BOOKSHELF, DESK IN 2 PIECES ROBERT DIEPPA 760-220-1286
40996	11327	BEGONIA RD	01/11/16	MATTRESS, BOX SPRING SANDRA 310-951-2048
39899	11336	HIGH RIDGE ST	01/11/16	DRESSER , FAN, INFLATABLE MATTRESS MERCEDES 951-530-7229
39907	11732	CAMBRIDGE ST	01/11/16	CHRISTMAS TREE
40146	11879	CLIFFROSE CT	01/11/16	2 DESKS, 3 TABLE TOP PIECES
40705	14254	CAROLINE ST	01/11/16	5 COUCHES ALEXI 760-508-3207
39793	14373	SAVANNA ST	01/11/16	2 MATTRESSES, 2 RECLINERS, BOOKSHELF. HEAVEN DANIELS.760-508-6836
40495	14418	RACHEL DR	01/11/16	CHRISTMAS TREE
40090	14439	IVY ST	01/11/16	4 COUCHES, TABLE P/LISA 6055692
41341	10949	PEMBERTON WAY	01/12/16	MATTRESS, BABY SWING, FUTON FRAME. SAM NHEK 760-810-2514
40216	11208	DESERT ROSE DR	01/12/16	2 MATTRESSES
40386	14783	SANDSTONE ST	01/12/16	DOG HOUSE, B-BALL COURT, 2 WOOD BUNDLES
41363	10580	E WAKEFIELD ST	01/13/16	2 COUCHES, UTILITY CABINET, DRESSER GLORIA 760-910-1064
41358	10786	PERSHING ST	01/13/16	COUCH, LOVESEAT, STOVE JERRY 909-749-3950
40714	11508	RUSSET PL	01/13/16	CHRISTMAS TREE P/JESSIE -7925540
40174	14761	PROVIDENCE RD	01/13/16	TREADMILL, BUNK BED FRAME, EXERCISE BIKE SHAWANDA 760-530-1445
41044	14842	DANA ST	01/13/16	2 BUNDLES OF CARDBOARD, CHRISTMAS TREE, SHELF SHAWN 760-605-5605
40689	15043	HENDERSON ST	01/13/16	MATTRESS, BOX SPRING, 2 WOOD BOXES, TUB PER LAPOLDO 760-246-0748
40345	15090	RADFORD AVE	01/13/16	BOX SPRING, 4 LARGE CHAIRS. ROSIE HUDSON 760-265-6254
40618	11593	AUTUMN ST	01/14/16	CHRISTMAS TREE, WASHER, DRYER MARIA 760-486-9627
41401	11690	DURANGO DR	01/14/16	LOVESEAT, SMALL PICNIC TABLE. STACIE YORK 760-488-8193
41599	11715	MAYWOOD CT	01/14/16	BIKE, TODDLER BED, ROLLOUT BED, TRUNDLE BED. P/MARIA
41690	11723	COOLWATER CT	01/14/16	MATTRESS, HEADBOARD, NIGHTSTAND, DRESSER, BED FRAME DENESHA 424-270-3931
41639	14585	TORREY WAY	01/14/16	3 COUCHES
41382	15203	CHRISTOPHER ST	01/14/16	2 COUCHES, CHRISTMAS TREE
41405	15634	KEARNY DR	01/14/16	COUCH, HEADBOARD, 2 CLOSET DOORS YIN HE 909-241-9829
41404	18599	LAURIE LN	01/14/16	COUCH REBECCA 760-818-5058
40799	18903	MUSKRAT AVE	01/14/16	2 MATTRESSES, AND COUCH PER BLANCA 909- 587 -0901
42061	10415	VINTAGE RD	01/15/16	2 TIRES P/MARIA 760-403-3483 APPROVED BY JESUS
41801	10417	BUCKBOARD CIR	01/15/16	2 COUCHES PER DORA 760-246-6970
41028	10447	BUCKBOARD CIR	01/15/16	COUCH, CHAIR, MATTRESS, DRESSER ROBERTA CARROLL 661-974-4669
41604	11788	LEE AVE	01/15/16	2 COUCHES, 3 ROLLS OF CARPET
41952	17872	BRIDGEPORT ST	01/15/16	TOILET P/ JUYING - 760-991-7643
40516	17969	MONROE CT	01/15/16	COUCH, 4 LARGE CARDBOARD BOXES
42056	10779	FLORAL ST	01/18/16	CRIB BUNDLED, HIGH CHAIR, DESK, TABLE, FENCE POSTS. SHARI HERBERT 760-234-5763

CITY OF ADELANTO BULKY ITEM PICK-UPS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
41839	10995	MCKINLEY AVE	01/18/16	MATTRESS, BOX SPRING, TRI-CYCLE, KIDS BIKE
41678	11801	VIRGINIA ST	01/18/16	COUCH, TABLE, 3 CHAIRS. P/GLENDA 760-508-4700
41424	11986	WALLFLOWER CT	01/18/16	CHRISTMAS TREE
41138	14228	HIGH POINT CT	01/18/16	CHRISTMAS TREE JULIE 760-998-7329
41259	14239	NICOLES WAY	01/18/16	CHAIR, COUCH, DRESSER, COFFEE TABLE, REFRIGERATOR MARIE VALENCIA 323-631-1511
41796	14346	RACHEL DR	01/18/16	2 FANS, BBQ PIT AND CAR SEAT CORI 760-900-1096
41941	14390	CHESTNUT ST	01/18/16	COUCH, LAWN MOWER, 2 BOOKSHELF AND 1 DRESSER PER LARIO 760-530-7438
41682	14450	IVY ST	01/18/16	DRESSER FOR CARMEN GOMEZ 760-530-9477
41712	15044	DRAGON TREE DR	01/18/16	2 MATTRESSES, TV STAND, FUTON, HEADBOARD LATASHA FRAULKNER 760-927-4460
41645	15070	PEARMAIN ST	01/18/16	BATHROOM VANITY
42208	10681	PALMYRA ST	01/19/16	3 MATTRESSES GLENDA 760-927-8994
42094	14542	MONTEREY PL	01/19/16	3 DOORS, 2 WINDOWS. P/JIA YUAN 626-632-9692
42267	14557	JUNIPER LN	01/19/16	2 PIECE SECTIONAL , DRESSER, TOILET, 2 SHOWER DOORS SCOTT AUSTIN 760-646-2686
41300	14628	SAGE LN	01/19/16	2 MATTRESSES, 3 PIECES OF BED FRAME ROSELYN
42387	10544	ARLINGTON ST	01/20/16	2 COUCHES
42416	10567	PLAINFIELD ST	01/20/16	POWER WHEEL CAR, EXERCISE MACHINE, WASHER. P/JOSE 760-801-1134
42480	10832	E WAKEFIELD ST	01/20/16	SCREEN DOOR, BED RAIL, FAN, CLOCK PER VALINDA 760-523-1205
42310	10995	STAR ST	01/20/16	2 MATTRESSES
42322	11183	SHANANDOAH ST	01/20/16	2 MATTRESSES, 2 BOX SPRINGS, TV STAND P/BEVERLY
41789	14754	DANA ST	01/20/16	2 COUCHES AND 2 END TABLES PER ALICIA 760-261-9650
42168	15247	ALEXANDRIA ST	01/20/16	4 SOFAS
42297	10415	VINTAGE RD	01/21/16	2 TIRES, DRYER, WASHER PER MARIA
42237	11430	AUTUMN ST	01/21/16	WOODEN BENCH, FIRE PIT, PATIO BENCH
41800	11607	WINTER PL	01/21/16	CHRISTMAS TREE. P/VERONICA REYES 760-686-6658
42600	11743	MAYWOOD CT	01/21/16	HEADBOARD, DESK PER TASHA 323-492-6406
42627	11804	TARA LN	01/21/16	MATTRESS, BOX SPRING, TABLE. ENRIQUE 909-676-0117
42666	15318	ROSS DR	01/21/16	REFRIGERATOR NICOLE REIL 760-246-6858
42345	19005	DENNIS ST	01/21/16	COUCH, LOVESEAT. SANDRA 760-684-0163
42225	10540	LEISURE CIR	01/22/16	BENCH, CHAIR, SEWING, MOWER, DRESSER. MICHELLE
42594	11754	LEE AVE	01/22/16	COUCH, TABLE, MATTRESS, BOX SPRING, RECLINER, 2 BIKES, HEADBOARD, REFRIGERATOR P/DAVID
42341	11925	LEE AVE	01/22/16	SOFA, LOVESEAT, ROCKER. LOUIE 760-530-5520
42767	17764	CARSON CIR	01/22/16	5 CAR SEATS PER IRMA 760-246-8771
42838	17980	VERBENA RD	01/22/16	COUCH, 4 BED RAILS P/RAMONA- 760-867-5164
42503	17997	AVERY ST	01/22/16	2 TIRES, SATELLITE DISH, FISH TANK, BIKE, WEIGHT BENCH FRAME JOSE ANAYA 760-501-4837
42384	18000	VERBENA RD	01/22/16	5 BUNDLES OF WOOD
42250	18432	THOMAS CT	01/22/16	TIRE PER SLAVINO 760-490-5012
42219	18490	ADELANTO RD	01/22/16	4 COUCHES, PLASTIC AQUARIUM- P/MARIA
42597	10790	PEPPER ST	01/25/16	CHRISTMAS TREE, 4 PATIO CHAIRS KATHERINA 760-246-7366
42286	10810	FLORAL ST	01/25/16	SUIT CASE VICKIE JACOVO 760-246-5112
43050	11799	CAMBRIDGE ST	01/25/16	COUCH, MATTRESS, 2 HEADBOARDS. P/LIDIRA 760-530-9750
42385	14295	CAROLINE ST	01/25/16	COUCH, 2 RECLINERS
43148	10774	THORNDALE ST	01/26/16	COUCH, 4 PALLETS CHARLES CULLENS 310-894-2465

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43302	11049	VILLA ST	01/26/16	TIRE, ROLL OF RUG, BED FRAME
43124	11336	GRANITE CT	01/26/16	SECTIONAL COUCH, 2 DRESSERS, DISHWASHER LUCINA DELEON 760-221-0075
43268	11350	LEE AVE	01/26/16	TV, 3 DRESSERS, BED FRAME, 3 COUCHES, REFRIGERATOR PER KERNDA L559-421-9165
43199	14566	DESERT ROSE DR	01/26/16	CHRISTMAS TREE, DRESSER. KIMBERLY 702-980-0332
43188	14661	GRAY ST	01/26/16	MATTRESS PER MARIO 760792-2932
42533	10637	GRAYSON ST	01/27/16	3 REFRIGERATORS, 2 WASHERS
43417	10656	CHESTERFIELD ST	01/27/16	DOG HOUSE, 2 COUCHES, WOOD BUNDLE. EUNICE 760-530-7856
43411	10969	CONTINENTAL ST	01/27/16	BOX, BED FRAME STACY BAKER 760-985-9530
43487	11092	WINDCREST CT	01/27/16	2 KIDS CAR SEAT, CHAIR
43414	11159	ALEXANDRIA ST	01/27/16	3 PIECE SECTIONAL, DRESSER, 3 CHAIRS PAIGE 626-848-3181
42574	11186	SOFIA WAY	01/27/16	COUCH, RECLINER. DESK, DOG BED ANNETTE MISTER 760-403-0875
42612	11798	WHITE AVE	01/27/16	3 COUCHES PER HEREMER 213-908-3438
43110	14761	PROVIDENCE RD	01/27/16	TREADMILL, BOOKSHELF, EXERCISE BIKE SHAWNA CHEATHAM 760-985-6452
43425	14789	DAISY RD	01/27/16	TABLE, CHAIR, CHRISTMAS TREE, 2 BUNDLES OF WOOD. SHANNON 760-646-5181
42399	15017	KINGSFORD AVE	01/27/16	4 BUNDLES OF BRANCHES PER JOE 760-246-9261
43230	15039	RADFORD AVE	01/27/16	CHRISTMAS TREE IN BOX
42985	15090	RADFORD AVE	01/27/16	3 LAWN CHAIRS, MATTRESS, BOX SPRING PER ROSIE 760-265-6254
43075	15240	ALEXANDRIA ST	01/27/16	MATTRESS PAD, BOX SPRING, DESK PICTURE FRAME P/JENNIFER
43764	10461	VINTAGE RD	01/28/16	2 COUCHES , TABLE, MATTRESS, DESK PER LORRIE WOLF 760-553-3584
43767	11793	POPPY RD	01/28/16	2 POOL LINERS, 2 SOFA, BED FRAME 760-686-6573
42806	14619	TORREY WAY	01/28/16	CHRISTMAS TREE P/ANEL CASTRO 909-272-6869
44087	10534	LEE AVE	01/29/16	SMALL POOL TABLE, 2 MATTRESS, COUCH
43077	10554	LEISURE CIR	01/29/16	MIRROR, ENTERTAINMENT CTR. P/ANTONIO 310-864-8746
43125	11970	CHAMBERLAINE WAY	01/29/16	TOILET, 4 PIECES OF A CABINET PER JOHNNY 909-587-8652
43461	11985	CHAMBERLAINE WAY A-B	01/29/16	COUCH, OVERSTUFFED CHAIR, POWER WHEELS CAR, 2 PUSH CARS, WATER HEATER 562-246-2101
43355	12055	AZTEC LN	01/29/16	2 MATTRESSES, 2 BOX SPRING, RECLINER PER KENNY 760-508-3667
43403	17734	CARSON CIR	01/29/16	2 TOILETS, DISHWASHER BRIAN 760-948-7296
43660	17945	AVERY ST	01/29/16	MATTRESS, COUCH, VACUUM CLEANER
43436	17964	KENDALL CIR	01/29/16	DOOR, 2 COUCHES PER TERESA 760-246-4163
43446	17969	MONROE CT	01/29/16	CHRISTMAS TREE, COUCH, TV STAND, CARDBOARD BUNDLE, BOOKSHELF. LUIS ROCHA 951-565-7427.
43949	11350	ADDISON ST	02/01/16	3 COUCHES, MATTRESS, BED FRAME PER JAIME 818-221-7883
43190	11370	CAMBRIDGE ST	02/01/16	COUCH
44127	11679	CORNELL ST	02/01/16	MATTRESS, LARGE CHAIR, ROLL OF CARPET, SCREEN DOOR, ROLL OF ROOFING PAPER
44024	11702	CORNELL ST	02/01/16	DESK, ENTERTAINMENT CENTER, RECLINER, DRESSER W/ MIRROR PER MARYANN 760-530-9618
44053	14335	IVY ST	02/01/16	4 TIRES, ENTERTAINMENT CTR. RODULFO 760-265-1090
43232	14355	IVY ST	02/01/16	2 MATTRESSES, BOX SPRING, HEADBOARD PER DUSTY 760-887-0478

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43225	14337	SOLTERRA LN	02/01/16	DESK PER JANICE 760-712-5497
44034	11842	STAR ST	02/01/16	2 LAWN MOWERS
43908	11735	STOCKTON ST	02/01/16	MATTRESS
44402	14616	ALLISON ST	02/02/16	SOFA, LOVESEAT, AIR HOCKEY TABLE, DESK CHAIR. LINDA VARELA 760-524-0195
44312	11342	BENTLEY CT	02/02/16	DRYER, FREEZER, 2 TIRES NANCY H. 760-246-5928
43388	11538	DANIELLE DR	02/02/16	CHRISTMAS TREE LAURA ONEIL 909-561-9782
44296	14512	FOXGLOVE LN	02/02/16	MATTRESS. VALERIE 909-581-5334
44349	14564	IRWINDALE CIR	02/02/16	2 COUCHES ROWENA GALCIO 909-782-2382
44411	14454	JEREMIAH ST	02/02/16	MATTRESS, 2 NIGHTSTANDS PER EMILA 760-486-5892
43493	14634	KIMBERLY ST	02/02/16	3 CHAIRS, BEDRAILS, WHITE BOARD PER ADREE 760-927-9742
43726	11685	VILLA ST	02/02/16	2 COUCHES, 2 MATTRESS MARIA G. 760-900-4828
43543	14828	WAKEFIELD DR	02/02/16	TABLE, 3 MATTRESSES, 4 BED FRAMES, HEADBOARD, FOOTBOARD /DARLENE- 909-571-5021
43257	14568	WILLOW CT	02/02/16	5 PIECE SECTIONAL COUCH
44463	10645	ALTON PL	02/03/16	2 COUCHES , BABY HIGH CHAIR , BABY WALKER, TOY PER TALA COFFIN 909-648-2652
44433	15043	DAISY RD	02/03/16	5 ROLLS PER PEDRO 213-434-3087
44457	11602	GREENE CT	02/03/16	COUCH, 2 HEADBOARDS TOMMIE SMITH 442-229-9087
44747	15056	MILFORD AVE	02/03/16	CHRISTMAS TREE
44335	10738	PERSHING ST	02/03/16	MATTRESS, 3 BOX SPRINGS. P/VICTOR- 4988391
43579	10777	PLAINFIELD ST	02/03/16	2 CABINETS, LOVESEAT, 2 TIRES AARON DECASAS 951-552-0606
44554	15054	RADFORD AVE	02/03/16	WATER HEATER P/SANDRA
44751	11554	RUSSET PL	02/03/16	2 HUTCHES SHELLY CAMPBELL 760-530-7188
45006	11817	AMANDA LN	02/04/16	BIKE, TV STAND, LAWN MOWER PER ODET
44635	11791	DANA DR	02/04/16	BED FRAME, BARSTOOL PER RITA 760-308-7088
44701	15747	DESERT PASS ST	02/04/16	2 MATTRESSES MIRNA LOPEZ 760-530-1268
44908	15757	DESERT ROCK ST	02/04/16	2 MATTRESSES ANGELA CASTRO 760-246-4077
44757	15763	DESERT ROCK ST	02/04/16	COUCH PER PEDRO CHAVEZ 760-486-6863
44285	15850	MCVAY LN	02/04/16	COUCH AND MATTRESS PER TRAVIS 909-292-5234
44826	19032	PANTHER AVE	02/04/16	LARGE CONSTRUCTION HOSE PER MARIA QUEVEDO 441-242-4570
44561	11600	WINTER PL	02/04/16	COFFEE TABLE, FISH TANK STAND & TOP. PER TRINA 562-234-4051
44847	11157	CHAPARRAL AVE A-B	02/05/16	4 LARGE CARDBOARD BOXES P/RUBIN- 760-508-8655
44151	17815	CROWLEY ST	02/05/16	2 COUCHES, 2 MATTRESSES P/CANDICE- 760-810-5924
44939	10448	HIGH MESA ST	02/05/16	MATTRESS,2 BUNK BED FRAMES. JOANNA 760-577-3688
45170	10473	JASPER CT	02/05/16	SWAMP COOLER, WOOD FENCING PER JAMES
44313	17963	KENDALL CIR	02/05/16	2 NIGHT STANDS. BUSH, 2 EMPTY PLASTIC CONTAINERS SONYA WATKINS 626-807-3379
45067	11754	LEE AVE	02/05/16	DOG HOUSE, HEADBOARD, 2 MIRRORS, POOL LADDER, 2 KIDS DRESSERS, TIRE, COUCH CUSHION, BABY CAR SEAT, RUG
44263	18450	RIEMAN ST	02/05/16	COUCH, 3 WOOD BUNDLES. P/ANGELA- 760-927-9335
44595	10438	RODEO CIR	02/05/16	CRIB, MATTRESS, 2 DRESSERS PER MARTHA 760-561-2952
44273	10412	STAGE COACH DR	02/05/16	SECTIONAL COUCH, 2 MATTRESSES, PLAYPEN TANICKIA ANDERSON 760-998-9947
45255	17980	VERBENA RD	02/05/16	2 COUCHES RAMONA 760-867-5164
44833	11350	ADDISON ST	02/08/16	4 MATTRESSES, DRESSER PER JAIME 818-221-7883

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44921	14368	BRITTLEBUSH DR	02/08/16	2 MATTRESSES, BBQ, 2 BUNDLES OF BRANCHES MAYAHUEL OLGUIN 626-221-6576
45077	11652	CORNELL ST	02/08/16	2 SOFAS, MATTRESS, TABLE FRAME, BED FRAME
44287	14213	HIGH POINT CT	02/08/16	2 COUCHES, 3 MATTRESSES. P/MARIBEL- 760-524-7379
44291	14334	SIERRA GRANDE ST	02/08/16	MATTRESS. JESUS 818-433-8656
44421	14288	VINCENT WAY	02/08/16	MATTRESS, RECLINER SHARON - 323-346-9539
45511	14527	AGAVE WAY	02/09/16	2 CARTS, MATTRESS, COUCH PER ANTONIA CHANVEZ 424-243-1556
44534	14599	AGAVE WAY	02/09/16	DRESSER, 2 SPEAKER BOXES, BASINET, WALKER, TOY CAR, CAR SEAT, POOL BUNDLED, BIKE DESHAWN
45548	14617	ALLISON ST	02/09/16	PLASTIC STORAGE CONTAINER, LARGE BOX. DEBRA GODBEY 760-953-4122
45562	14514	CLYDESDALE ST	02/09/16	COUCH ARIANA 760-964-1948
45421	14644	GRAY ST	02/09/16	2 COUCHES P/LISA- 2463699
44624	14558	IRWINDALE CIR	02/09/16	2 MATTRESSES PER ALMA MONRRELL 951-990-2791
45376	14634	KIMBERLY ST	02/09/16	DESK, FAN, BUNDLE OF CARDBOARD
45373	14591	MONTEREY PL	02/09/16	MATTRESS, BOX SPRING, 2 COUCHES, DRESSER JENNIFER 760-694-0980
45713	10767	BONANZA RD	02/10/16	REFRIGERATOR, HEADBOARD, METAL RAILS
45743	11039	CONTINENTAL CT	02/10/16	LOVESEAT ADAM MOORE 760-246-1893
45274	11082	CONTINENTAL CT	02/10/16	FREEZER HC WASHINGTON 760-559-2678
45768	10832	E WAKEFIELD ST	02/10/16	COUCH, TABLE VALINDA CROCKETT 760-523-1205
45420	15157	IVY CT	02/10/16	3 MATTRESSES, BED FRAME, BASKETBALL HOOP PER BOBBI RANDY 760-887-9138
45704	15036	LEXINGTON ST	02/10/16	RECLINER, COUCH PER SANDY 626-780-9148
45632	18717	ARBOR CT	02/11/16	WASHER, DRYER, FRIDGE YOLANDA 661-382-2468
45418	11542	CHARM LN	02/11/16	BOX SPRING, 3 CHAIRS, BUNDLE OF CARDBOARD EMILY 909-634-0321
45596	11791	DANA DR	02/11/16	MATTRESS, BOX SPRING, COUCH, CHAIR, DISHWASHER RITA KNUDSON 760-308-7085
46023	19015	DENNIS ST	02/11/16	4 MATTRESSES, BOX SPRING AMANDA 760-246-5846
45526	11713	DESERT GLEN ST	02/11/16	TABLE IN PIECES P/JULIE- 760-523-1324
45725	11785	GALEWOOD ST	02/11/16	DRESSER, 2 CHAIRS, BOX SPRING, BED FRAME CARMEN SAMBRANO 760-246-8069
45032	15616	KEARNY DR	02/11/16	2 CABINETS PER NORRIS 760-669-2999
45678	19021	MUSKRAT AVE	02/11/16	COOLER, 2 TIRES. ANA SAMBRANO 760-246-4929
46057	15450	ROSS DR	02/11/16	3 MATTRESSES, HEADBOARD, 2 RECLINERS, 2 PIECE COUCH, PLATFORM. CHRISTIE 760-617-0192
45289	10906	INCA AVE	02/12/16	BBQ, 2 CHAIRS, 2 METAL BED RAILS P/WAYNE
45577	17963	LANDON CT	02/12/16	2 ENTERTAINMENT CENTERS, TABLE, BASKETBALL COURT SHADENA CAMBELL 424-521-5015
46079	12020	LEE AVE A-B	02/12/16	COUCH, 2 DOORS, 2 TIRES
45744	17838	MONO CT	02/12/16	COUCH, SAND BOX, KIDS CAR, BUMPER, FREEZER PER HECTOR 760-646-7493
45659	10478	PEACH CT	02/12/16	SECTIONAL COUCH FOR YESENIA 760-881-8038
46273	10450	PONY EXPRESS DR	02/12/16	REFRIGERATOR JAVIER 760-524-6863
46031	10401	RODEO CIR	02/12/16	RECLINER P/JUNE
46316	11845	YATES AVE	02/12/16	COUCH, 4 CARPET ROLLS. LAVONDA 760-246-8176
45944	11350	ADDISON ST	02/15/16	STOVE, REFRIGERATOR, CRIB, MATTRESS, TABLE, KIDS CAR PER JAIME 818-221-7883
45685	11203	ADDISON ST	02/15/16	CHAIR, MIRROR, HEADBOARD, COUCH, DOG HOUSE PER MARIA 760-246-4249
45798	11422	BRISTOL CT	02/15/16	MATTRESS, 3 TV STANDS DETMAINE 760-498-9599
46430	10438	CARMEN ST	02/15/16	MATTRESS, 2 BOX SPRINGS P/BARBARA 760-442-1015

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45567	10450	CARMEN ST	02/15/16	2 MATTRESS,2 COUCHES. ROCENDO 562-652-4544
45618	14489	CLEMSON CT	02/15/16	MATTRESS, BOX SPRING, BABY SWING, BOX SPRING JUANITA DELAROSA 760-605-8501
46003	10840	FLORAL ST	02/15/16	3 COUCHES, TABLE PER TIFFANY TYSON 909-441-8956
46164	10840	GATES ST	02/15/16	COUCH PER KROLL 760-987-1114
46354	14251	IVY ST	02/15/16	DRESSER, BED FRAME, LARGE FAN, CD SHELF PER JUAQUIN 760-694-4408
46106	14377	IVY ST	02/15/16	3 MATTRESSES, ROCKING CHAIR..CANDICE CHALLONER 760-530-7517
46370	11816	NEHMANS WAY	02/15/16	3 MATTRESSES, DRAWER P/MODESTO. 760-985-4460
45617	14291	PURPLE CANYON RD	02/15/16	TABLE, 4 CHAIRS SHAVONDA 323-559-7785
46143	14186	PURPLE CANYON RD	02/15/16	2 BUNDLES OF WOOD, CABINET, FAKE CHRISTMAS TREE, VACUUM
46022	14312	SAVANNA ST	02/15/16	COUCH P/DONZELL- 760-532-2176
46282	14301	SAVANNA ST	02/15/16	2 COUCHES, DRESSER
45386	14392	SIERRA GRANDE ST	02/15/16	5 ROLLS OF CARPET
45466	11724	TAYLOR ST	02/15/16	2 DRESSERS, 4 BIKES BENJAMIN - 562-216-5120
45748	14460	YALE CT	02/15/16	COUCH, SWAMP COOLER, TOTE. MANUEL 760-885-7420
46324	14517	INDIAN PAINTBRUSH RD	02/16/16	MATTRESS FOR EDDIE HERRERA 760-514-5684
46745	14454	JEREMIAH ST	02/16/16	CAR BUMPER, OTTOMAN EMILIA 760-486-5892
46063	14837	SANDSTONE ST	02/16/16	COUCH, RECLINER, MATTRESS, BOX SPRING. P/ANGELA
46755	14829	SANDSTONE ST	02/16/16	MATTRESS, BOX SPRING, CHRISTMAS TREE. BALTEJ GREWAL 760-951-3838
46452	14747	SNAPDRAGON LN	02/16/16	DOLL HOUSE
46690	11078	TAMARISK RD	02/16/16	SLEEPER SOFA, BED FRAME, TABLE BROKEN DOWN. MONICA JONES 760-684-5274
46604	10578	THORNDALE ST	02/16/16	2 MATTRESSES, 2 BOX SPRINGS. LAURA 818-403-9181
46974	10694	ALTON PL	02/17/16	AIR HOCKEY TABLE
45684	10697	ALTON PL	02/17/16	5 BUNDLES OF SHRUBS/TREE BRANCHES (NO MORE THAN 4FT LONG/40 LBS) TANYA 760-246-7684
46919	10698	BONANZA RD	02/17/16	4 DRESSERS PER LAURA 760-680-5997
46821	10767	BONANZA RD	02/17/16	5 BUNDLES OF WOOD
46802	11203	CHARLESTON ST	02/17/16	2 COUCHES
46830	10599	CHESTERFIELD ST	02/17/16	2 MATTRESSES, 2 BOX SPRINGS, HEADBOARD, FOOTBOARD, BUNDLE OF SIDEBOARDS, BED FRAME BRIANNA CAMBELL 760-508-3554
46552	10350	COLUSA RD	02/17/16	RECLINER
46900	15111	DESERT ST	02/17/16	3 COUCHES ROSEMARY CISNEROS 760-987-4480
46880	10753	E WAKEFIELD ST	02/17/16	2 MATTRESSES, CHAIR, DISHWASHER PER DAVID 760-508-1234
46738	11580	ENGLISH CT	02/17/16	REFRIGERATOR ANDREW 727-470-5003
46853	15068	HENDERSON ST	02/17/16	2 MATTRESSES, ISABEL 760-530-5609
46193	11204	HYATTSVILLE ST	02/17/16	3 BOX SPRINGS, 2 DESKS P/VELMA
46984	15151	IVY CT	02/17/16	3 PIECE ENTERTAINMENT CENTER, AND 2 DOORS
46548	10648	JOSHUA ST	02/17/16	2 MATTRESSES, 3 ROLL OF CARPETS, DANIEL 760-475-1307
46827	10669	MELODY PL	02/17/16	MATTRESS, REFRIGERATOR
46614	15036	MILFORD AVE	02/17/16	FAKE CHRISTMAS TREE. WARREN BELL 470-558-6013
46932	10758	PERSHING ST	02/17/16	TOILET, WOOD
46375	14815	PROVIDENCE RD	02/17/16	MATTRESS, RECLINER
47094	11827	BROAD OAK CT	02/18/16	DRESSER, MATTRESS,2 BOX SPRINGS, BARSTOOL. CASEY MANNING 760-263-4225

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47020	11791	DANA DR	02/18/16	CAR BUMPER, WOOD STAND, MIRROR, CRADLE FRAME, WASHER P/RITA- 760-308-7085
46929	19031	DENNIS ST	02/18/16	MATTRESS, 2 SOFAS, CHAIR, PATIO
47100	15780	DESERT PASS ST	02/18/16	BACK MACHINE, 3 ROLLS OF CARPET
47058	11785	GALEWOOD ST	02/18/16	COUCH, 3 DRESSERS PER CARMEN 760-246-8069
46659	11736	HIGHGROVE CT	02/18/16	MATTRESS, BOX SPRING, HEADBOARD, FOOTBOARD, BUNDLE OF SIDEBOARDS, COMPUTER STAND. 2 PLASTIC CONTAINER STORAGE SOPHIA 310-901-4560
46390	15453	KEARNY DR	02/18/16	OFFICE CHAIR PER JENNIFER
47076	10457	NAPA RD	02/18/16	2 BED FRAMES, BBQ PER MARIO 760-246-6978
47184	11720	PORTOLA CT	02/18/16	METAL CHAIR, STACK OF PLANTERS, BIKE, SCOOTER. AMY NAY 760-596-6325 OR 760-523-1500
46775	15412	ROSS DR	02/18/16	DOOR
46278	18536	SONOMA RD	02/18/16	WASHER, 2 TIRES, COUCH, BACK SEAT TO A TRUCK MONICA 760-246-6205
46107	14984	STRAWBERRY LN	02/18/16	SWAMP COOLER, BICYCLE ARLENE R. 760-523-1603
47071	11365	WINTER PL	02/18/16	MATTRESS, BOX SPRING, SECTIONAL COUCH, SHELF WITH MIRROR FOR JEANETTQA ACOSTA 760-954-9496
47276	18478	ADELANTO RD	02/19/16	2 COUCHES, 2 KIDS CARS, STROLLER PER IRMA 760-261-1746
47144	17710	CARSON CIR	02/19/16	2 HEADBOARDS, BOX SPRING, WASHER GABRIEL VALDIVIA 562-999-6313
47096	17768	CARSON CIR	02/19/16	COUCH, DRESSER, WATER TANK, 2 STROLLERS PER GREGORY THOMPSON 760-605-8714
47346	11568	CHAMBERLAINE WAY	02/19/16	4 KIDS STROLLERS, CHAIR. P/ERIC
47024	18260	JONATHAN ST	02/19/16	2 COUCHES, TABLE P/ALEJANDRA - 760-530-2111
47231	11611	LEE AVE	02/19/16	2 COUCHES ELIZABETH GODDARD 760-220-0642
47299	10438	PONY EXPRESS DR	02/19/16	MATTRESS, 2 FOOTBOARD, 2 HEADBOARDS FOR JANTA BARLOW 424-296-951
47317	10446	PONY EXPRESS DR	02/19/16	WASHER, DRYER, REFRIGERATOR, AIR CONDITIONER
47460	11380	CAMBRIDGE ST	02/22/16	2 CHAIRS, 2 PIECES OF A HEADBOARD
46668	14982	CARROLTON ST	02/22/16	COUCH
47110	14478	COLUMBIA CT	02/22/16	2 MATTRESSES TANISHA MACKLIN 760-246-5773
46844	11721	CORNELL ST	02/22/16	3 COUCHES, SINK, WATER HEATER *MONICA*323-535-0692
46501	11331	DARTMOUTH CT	02/22/16	2 COUCHES, 3 MATTRESSES PER CYNTHIA HENSON 858-248-4338
46921	10832	HICKORY ST	02/22/16	ELLIPTICAL, TABLE, DOG DOOR, CHAIR, CLOSET DOOR TRACK. ROBERT DIEPPA760-220-1286
47446	14333	PRINCETON CT	02/22/16	SHELF, CHINA CABINET, SWAMP COOLER
47438	14390	PRINCETON CT	02/22/16	2 PIECES OF PLASTIC FENCE
47376	14359	SAVANNA ST	02/22/16	MATTRESS, BOX SPRING, DOGHOUSE, CHAIR, TIRE
47361	14439	SIERRA GRANDE ST	02/22/16	6 COUCHES, MATTRESS, BOX SPRING, CANOPY
46887	14262	SOLTERRA LN	02/22/16	KIDS BIKE, POOL FILTER, LARGE STORAGE CONTAINER PER ELLEN HENRY 310-489-3190
46674	11755	STAR ST	02/22/16	REFRIGERATOR
46628	15250	STONE ST	02/22/16	BOX SPRING, 2 BIKES JOSE 626-780-2775
46797	11776	WALLFLOWER CT	02/22/16	2 LARGE CARDBOARD BOXES P/ROBERT
47486	11848	WALLFLOWER CT	02/22/16	2 COUCHES, MATTRESS LOSHONDA 760-605-5417
46769	11825	WOLCOTT ST	02/22/16	COUCH, DOOR, 2 TIRES P/JANET 626-987-1808
46915	14654	ALAN ST	02/23/16	10 ROLLS OF CARPET
47548	14531	BLUE SAGE RD	02/23/16	2 MATTRESSES, BOX SPRING JOSE ARZATE 909-994-6869
47589	14807	DELICIOUS ST	02/23/16	CHAIR, PALLET ANTHONY ANDERSON 760-905-4802
47492	11184	DESERT ROSE DR	02/23/16	WATER HEATER MARY SNYDER 760-530-1943

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47768	11209	DESERT ROSE DR	02/23/16	2 LAMPS, 2 MATTRESSES, VACUUM PER FOUA 760-885-5420
47693	14617	KIMBERLY ST	02/23/16	2 MATTRESSES, DRESSER, 2 TOY CARS FOR PASCAL MARTINEZ 760--964-3911
46840	14559	PALO VERDE CT	02/23/16	3 MATTRESSES, 4 ROLLS OF CARPET MARIA AVILA 760-995-0766
47734	11030	SHERMAN WAY	02/23/16	3 TOILETS, SINK DIANA RIVERA 323-385-9966
47760	11332	STONEWALL CIR	02/23/16	WASHER, DRYER, MATTRESS, 2 CABINETS ANSOL 760-246-7980
46875	10620	THORNDALE ST	02/23/16	2 COUCHES, MATTRESS, BOX SPRING, ROLLED UP RUG, BRIANA PITTMAN 951-525-8882
47982	11222	ALEXANDRIA ST	02/24/16	RECLINER, KIDS BASKETBALL HOOP - MARIA LOPEZ 760-812-0053
47147	11433	ARLINGTON ST	02/24/16	5 MATTRESSES
47860	11386	ARLINGTON ST	02/24/16	DESK, FUTON FRAME, TABLE PER WELLINGTON 760-605-5927
47942	14959	CHRISTOPHER ST	02/24/16	BOX SPRING, 2 TIRES, FREEZER FELICA WINKLER 760-912-0455
47895	14775	CYPRESS RD	02/24/16	MATTRESS
47813	14829	CYPRESS RD	02/24/16	2 MATTRESSES, HEADBOARD, DRESSER. P/BESSIE
47883	10553	E WAKEFIELD ST	02/24/16	2 COUCHES, CAT TREE, 2 SATELLITE DISHES REBECCA 951-907-9184
47724	10668	GRAYSON ST	02/24/16	2 CHAIRS, FUTON PER JOSEPH 562-676-1529
47319	15157	IVY CT	02/24/16	MATTRESS, BOX SPRING, BED FRAME, KIDS TOY CAR BOBBI RANDY 760-887-9138
47614	15064	MILFORD AVE	02/24/16	COUCH, HEADBOARD JOAN VERDUGO 760-246-2851
47946	10765	PEMBERTON ST	02/24/16	SOFA,2 BOX SPRING, 2 MATTRESSES CHARLINE 760-867-8027
47933	10787	PLAINFIELD ST	02/24/16	FISH TANK, TV STAND PER REGINA 909-226-3744
47095	11827	BROAD OAK CT	02/25/16	TV STAND, TABLE TOP, TODDLER BED FRAME. CASEY MANNING 760-263-4225
48113	11822	BROAD OAK CT	02/25/16	CAR BUMPER, 3 TIRES, STROLLER, METAL BED FRAME, 2 FANS, BUNDLE OF WOOD, PLASTIC CONTAINER SONNY-626-863-2477
48200	15875	HORIZON WAY	02/25/16	GLASS TABLE, 3 BUNDLES OF WOOD, WASHER
48158	11722	LUPIN RD	02/25/16	TABLE, COUCH, DRESSER.. CHARLES 951-756-1323
47658	15563	MAVERICK DR	02/25/16	MATTRESS, DRESSER. GIDGET 626-272-7303
48167	11825	MAYWOOD ST	02/25/16	5 ROLLS OF CARPET GIOVANNI CRUZ 760-702-6340
48222	18891	MUSKRAT AVE	02/25/16	COUCH, 3 MATTRESSES, MARILYNN B. 760-246-4782
47969	19027	PANTHER AVE	02/25/16	2 BUNDLES PALM TREES P/JEAN
48192	11704	POPPY RD	02/25/16	2 DRESSERS, ROLL OF CARPET, ROLL OF PADDING, BED FRAME
47552	18602	SONOMA RD	02/25/16	BOX SPRING, MATTRESS, 2 SPEAKER BOXES, BUNDLE CARDBOARD P/KIKO-760- 905-1054
47600	11967	SPRING HILL CT	02/25/16	BED FRAME, WASHER, DRYER, 2 MATTRESSES, TABLE JOSE 909-754-0493
47816	11365	SPRING ST	02/25/16	MATTRESS, BOX SPRING, TABLE, 2 CHAIRS ANNA SAGURA 760-261-2607
48183	17813	BRIDGEPORT ST	02/26/16	3 COUCHES, LAMP ERNESTO BRISENO 760-881-9464
48458	10419	BUTTE ST	02/26/16	2 COUCHES, 3 CHAIRS ROCHELLE-760-493-0921
47931	18513	CASABA RD	02/26/16	MATTRESS, BOX SPRING PER BETTY 760-246-5342
47437	18039	DELICIOUS ST	02/26/16	COUCH, RECLINER, BED FRAME, MATTRESS, STOOL LISA 760-628-6182
47745	10448	HIGH MESA ST	02/26/16	3 MATTRESSES, VACUUM JOANNA J. 760-577-3688

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48385	10384	KEMPER AVE	02/26/16	3 COUCHES, MATTRESS, BOX SPRING ERLINE JACKSON 760-246-2300
47902	10707	MARGIE PL	02/26/16	VACUUM, 2 CABINETS, SUIT CASE, CHEST/TRUNK, 3 CHAIRS, TABLE, FRIDGE. CHERYL 877-3577
48151	17871	STEVENS ST	02/26/16	2 COUCHES, 2 DRESSERS, MATTRESS
47712	18414	THOMAS CT	02/26/16	COUCH, 2 CHAIRS PER SHARON 760-987-3067
48424	17980	VERBENA RD	02/26/16	2 COUCHES, BATHTUB, DRESSER, 2 SHOWER DOORS P/RAMONA- 760-867-5164
47721	11940	WHITE AVE	02/26/16	COUCH. RAUL 760-553-3503
48118	11812	BEGONIA RD	02/29/16	COUCH, 3 CHAIRS
48438	11417	BRISTOL CT	02/29/16	2 COUCHES, EXERCISE BIKE P/BEATRIZ 760-677-1484
48517	11784	CAMBRIDGE ST	02/29/16	WASHER, DRYER, 2 RUGS. MARIA Z. 760-985-0152
48751	11824	CLIFFROSE CT	02/29/16	2 BUNDLES OF WOOD, 2 METAL BUNDLES
48394	11869	CLIFFROSE CT	02/29/16	COUCH, MATTRESS, DRESSER, BED FRAME PER PATRICIA 909-246-6534
48511	11554	CORNELL ST	02/29/16	MATTRESS, TOILET, BOX SPRING, REFRIGERATOR, WATER HEATER P/ASHLEY- 5084713
48095	11566	CORNELL ST	02/29/16	WHEEL BARREL, BOX SPRING, BED FRAME, AND DOOR PER CLAUDIA 760-246-6390
47563	11624	CORNELL ST	02/29/16	CHAIR IN PIECES
47660	11160	EVEREST ST	02/29/16	MATTRESS, BOX SPRING. MARIO LOPEZ 760-486-9943
47842	11324	HIGH RIDGE ST	02/29/16	TREADMILL PER TAMISHA 951-552-3955
47773	11352	HIGH RIDGE ST	02/29/16	2 NIGHT STANDS, COFFEE TABLE, HOSE HOLDER, BUMPER AND TOY CHEST
48790	14243	PALM CT	02/29/16	2 DRESSERS, ENTERTAINMENT CENTER, BED FRAME VAL 760-217-5992
48210	14256	PALM CT	02/29/16	2 COUCHES, BOX SPRING, MATTRESS PER TERA
47870	14649	PALM ST	02/29/16	5 BUNDLES OF WOOD MARIA CABRERA 760-780-5112
48135	14440	RACHEL DR	02/29/16	RECLINER FOR DAWN 760-617-8175
48433	14359	SAVANNA ST	02/29/16	COUCH, MATTRESS, BOX SPRINGS, PIECE OF PLYWOOD MARIA 760-246-0157
47767	14396	SAVANNA ST	02/29/16	2 COUCHES, MATTRESS, CHAIR P/GUADALUPE- 760-887-8984
47892	11775	STAR ST	02/29/16	COUCH, MATTRESS, STOVE P/VICENT 562-928-8754
48318	11764	STOCKTON ST	02/29/16	COUCH, MATTRESS. ANNA LEYBA 714-254-5393
47674	14232	SUN VALLEY ST	02/29/16	COUCH, 2 MATTRESSES, BOX SPRING, MARIA FERNANDEZ 909-289-0721
48062	11757	WOLCOTT ST	02/29/16	COUCH, HEADBOARD, WATER HEATER, BOX SPRING SABINE 760-246-9457
36069	10957	LIVE OAK LN	03/01/16	2 MATTRESSES, DRESSER, PORCH SWING, BOOKSHELF JETAUN DALLY 760-486-3838
31307	11034	WILLOW LN	03/01/16	2 BRANCH BUNDLES, ARTURO 760-609-6837
31263	11264	WESTBROOK DR	03/01/16	TV WALL UNIT, NIGHT STAND, 3 MATTRESSES. P/HECTOR-562-290-7384
34248	11693	VILLA ST	03/01/16	2 COUCHES, TABLE, 2 CHAIRS RAMONA 760-881-4760
36541	14517	SPRINGDALE CIR	03/01/16	WATER HEATER, 2 CHAIRS, BBQ, TABLE LEAF. P/ANNA 760-246-0228
38452	14547	DRYSDALE CIR	03/01/16	MATTRESS, CHAIR, FANKINYETTA 760-963-3482
37497	14566	DESERT ROSE DR	03/01/16	4 CHAIRS, 2 COUCHES KIMBERLY 702-980-0332
28113	14599	AGAVE WAY	03/01/16	2 CHAIRS, BIKE, DRESSER, CABINET, SWIMMING POOL, 3 BABY CAR SEATS
37971	14747	SNAPDRAGON LN	03/01/16	GARDEN SEEDER, COUCH P/EARNESTINA
57733	14765	IRIS ST	03/01/16	FISH TANK, DOOR, HEAD & FOOTBOARD, RACK
33577	10598	CHESTERFIELD ST	03/02/16	3 CHAIRS, 2 PCS. OF PLYWOOD STACY 760-530-7033

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45333	10966	HILLSBOROUGH ST	03/02/16	MATTRESS, BOX SPRING, DRESSER, 2 ROLLS OF CARPET EUGENIA GALINDO 760-490-6868
49139	11057	STAR ST	03/02/16	2 MATTRESSES, 2 BOX SPRING, FUTON COUCH. 760-475-8869
43505	11085	HILLSBOROUGH CT	03/02/16	2 BIKES, BED FRAME, TIRE K. HICKS 760-867-6839
45925	11202	SHANANDOAH ST	03/02/16	2 COUCHES RICHARD 760-475-0695
30249	14616	PALMYRA CT	03/02/16	2 MATTRESSES, BUNDLE OF CARDBOARD PER CANDICE 760-596-2364
29020	14764	DANA ST	03/02/16	MATTRESS, BBQ THERESA ARZATE 760-524-7577
53908	14789	DAISY RD	03/02/16	2 COUCHES,DRESSER, MATTRESS, HEADBOARD, FOOTBOARD, 4 CHAIRS P/ SHANNON- 760-900-0214
39556	15010	LEXINGTON ST	03/02/16	SOFA, TABLE, AND WOOD- CARLOLA 619-484-4192
28960	15043	DAISY RD	03/02/16	2 TOILETS, VANITY, 2 TIRES P/PEDRO
30360	15158	PARK WAY	03/02/16	MATTRESS, BED FRAME, FUTON P/TINA 760-523-4633
29115	15174	DESERT ST	03/02/16	MATTRESS, BOX SPRING, PALLET
30637	15174	REIMAN ST	03/02/16	MATTRESS VINCENT 760-523-1608
29116	15186	DESERT ST	03/02/16	3 PIECE SECTIONAL COUCH FOR MANUEL
31364	11590	WINTER PL	03/03/16	3 BOX SPRINGS, MATTRESS 2 DRESSERS PER MONICA 760-927-7785
40313	11715	MAYWOOD CT	03/03/16	HEADBOARD, FOOTBOARD, LOVESEAT, CAR DOOR, CAR SEAT. MARIA MARTINEZ 626-626-6705
40449	11748	GALEWOOD CT	03/03/16	2 COUCHES, TABLE, EXERCISE BIKE, MIRROR AURA 760-246-7516
52972	11946	POPPY RD	03/03/16	MATTRESS, CHAIR, DESK, LARGE CHRISTMAS DECORATION PER CINDY 760-475-8838
35799	15435	KEARNY DR	03/03/16	TIRE SHARON CRABTREE 760-694-2710
35227	15450	ROSS DR	03/03/16	SMALL WOODEN STAGE GARY 951-665-8460
44088	15730	DESERT ROCK ST	03/03/16	RECLINER CAROLINE 760-246-2300
51703	18801	DOGWOOD CT	03/03/16	2 SOFA'S LIDIA 760-222-0497
45255	10246	KEMPER AVE	03/04/16	2 COUCHES, HEAD BOARD, FOOT BOARD, 2 MIRRORS, 2 DRESSERS, MATTRESS, ENTERTAINMENT CENTER, VERONICA RODRIGUEZ 760-412-7865.
30667	10423	RODEO CIR	03/04/16	2 COUCHES & MATTRESS P/MARTHA 760-953-9027
32091	10447	BUCKBOARD CIR	03/04/16	2 BOX SPRINGS, 2 MATTRESSES P/ROBERTA- 661-974-4669
31733	17947	KENDALL CIR	03/04/16	2 STROLLERS, 3 CHAIRS
29229	10830	EUCLID ST	03/07/16	6 HEADBOARDS, TABLE TOP, 2 BED RAILS JUANITA 760-
60773	11017	PASO BLANCO AVE	03/07/16	2 MATTRESSES PER JACQUELINE 661-889-2533
28550	11332	CAMBRIDGE ST	03/07/16	EXERCISE MACHINE P/GRACE PENA- 310-505-0424
28551	11333	CAMBRIDGE ST	03/07/16	4 COUCHES, MATTRESS ASPEN 909-802-4154
28499	11390	BRISTOL CT	03/07/16	ROLL OF CARPET PER CHRISTINA 760-530-7813
28506	11422	BRISTOL CT	03/07/16	2 COUCHES, 3 MATTRESSES. DETMANINE RIGMINDEN 760-550-7159
42437	11755	CLIFFROSE CT	03/07/16	10 WOOD BUNDLES. CAROL AGUIRRE 626-756-2018
42947	11758	STAR ST	03/07/16	4 MATTRESSES, 2 GLASS SHELVES PER SHARDE 760-605-3431
57960	14290	SOLTERRA LN	03/07/16	TABLE, 9 WOOD BUNDLES. P/ MONICA 909-855-8223
43094	14374	GRETA CT	03/07/16	DOG HOUSE, RECLINER, PICTURE FRAME, TIRE
28759	14444	COLUMBIA CT	03/07/16	MATTRESS P/TIERRA - 909-733-3413
53176	14472	SIERRA GRANDE ST	03/07/16	RECLINER, COUCH P/LUCY
28766	14478	COLUMBIA CT	03/07/16	3 CHAIRS, TABLE , SHELF
43684	14649	PALM ST	03/07/16	BED FRAME, COUCH, 8 PIECES OF WOOD MARIA CABRERA 760-780-5112
43881	15034	DELAWARE ST	03/07/16	2 CHAIRS, 2 FANS, MATTRESS P/BERNARD 310-707-8986

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49245	15218	PEARMAIN ST	03/07/16	2 COUCHES CHARLES BEISEL 323-864-5497
37224	10774	THORNDALE ST	03/08/16	5 ROLLS OF CARPET
54178	11372	ESSEX CT	03/08/16	COUCH, 2 BUNDLES OF METAL, 2 WOOD BUNDLES
42807	11667	VILLA ST	03/08/16	COUCH, HEADBOARD. CHAD THRONTSON 520-450-3383
34358	14503	FOXGLOVE LN	03/08/16	2 DRESSERS, BUNDLE OF WOOD
39968	14514	CLYDESDALE ST	03/08/16	COUCH ARIANA 760-964-1948
36654	14526	SCOTTSDALE CIR	03/08/16	TABLE, 4 CHAIRS
30288	14559	PALO VERDE CT	03/08/16	8 ROLLS OF CARPET. MARIA AVILA 760-995-0766
30256	14644	PALMYRA CT	03/08/16	VACUUM IVERSON GONZALES 714-397-0899
37070	14744	BO CT	03/08/16	PING PONG TABLE, STEPSTOOL, HOSE REEL, WATER COOLER, WOOD BOX. YOLANDA 323-578-6270
36701	14786	LOUISA CT	03/08/16	4 CHAIRS, TIRE, CAR SEAT, SET BEDRAILS PER LILIA 760-508-7552
28429	10610	BONANZA RD	03/09/16	2 COUCHES
53200	10617	JOSHUA ST	03/09/16	2 DRESSER, TABLE, BED FRAME P/ELSA
28437	10698	BONANZA RD	03/09/16	8 BUNDLES OF BRANCHES PER LAURA 760-680-5997
28446	10767	BONANZA RD	03/09/16	BIKE PARTS, 2 HEADBOARD, DOOR, BUNDLE OF WOOD PER PRISCILLA 318-669-5492
47528	11083	STAR ST	03/09/16	MATTRESS, DRESSER, HEADBOARD, FOOTBOARD CEASER 909-574-5554
30878	11362	STAR ST	03/09/16	BIKE, 2 KIDS CARS PER ESTER 909-440-7946
30881	11375	STAR ST	03/09/16	MATTRESS
55223	11411	ARLINGTON ST	03/09/16	FUTON, TABLE, NIGHT STAND VICKIE. 909-275-5112
44293	11602	GREENE CT	03/09/16	COUCH,3 HEADBOARDS, MATTRESS TOMMIE SMITH- 442-299-087
31896	15090	RADFORD AVE	03/09/16	SMALL FENCE, 2 BUNDLES OF PILLOWS, DOOR PER ROSIE 760-265-6254
29869	15200	LAKE ST	03/09/16	RECLINER PER KARANINA760-885-9979
31328	11375	WINTER PL	03/10/16	MATTRESS, BOX SPRING, ROLL OF CARPET VICKY ESTEL 951-203-8592
41237	11704	POPPY RD	03/10/16	TABLE, COUCH, RECLINER. SUMMER 760-684-9404
39843	11743	MAYWOOD CT	03/10/16	TABLE, BBQ, SATELLITE DISH, VACUUM, FAN
29271	15354	FREMONT DR	03/10/16	WAGON, TOILET, 2 PIECE OF CARPET, PIECE OF PLASTIC PER MARIA 760-530-0891
44140	15757	DESERT ROCK ST	03/10/16	DRESSER, ANGELINA CASTRO..760-246-4077
44371	15763	DESERT ROCK ST	03/10/16	2 COUCHES, PEDRO CHAVEZ 760-486-6863
45077	15830	DESERT PASS ST	03/10/16	FUTON COUCH, DRESSER
51266	18762	CEDAR CT	03/10/16	4 MATTRESSES, TABLE PER CHANTINA 424-246-1096
29100	19043	DENNIS ST	03/10/16	DOUBLE RECLINER RICHARD 760-246-7707
30348	19043	PANTHER AVE	03/10/16	COUCH GARY 760-246-5275
44866	10459	BUTTE ST	03/11/16	PER MARIA MATTRESS, BOX SPRING, CRIB
52218	10533	CHEVRON CT	03/11/16	COUCH, CHAIR, TABLE PER AUTUMN 760-660-0396
28357	11732	BEGONIA RD	03/11/16	5 ROLLS OF CARPET, 2 COUCHES ANGELA 909-749-5940
29391	11875	HARDY AVE	03/11/16	5 COUCHES SOLOMON 760-887-9200
30931	17871	STEVENS ST	03/11/16	OTTOMAN, 2 TV STANDS, DESK. ANCELMO FIGUERO 760-403-0531
55843	10819	EUCLID ST	03/14/16	DRESSER, MATTRESS, HEAD BOARD, SCOOTER, VACUUM PER CHANTELLE 560-552-4449
42143	11732	BALBOA CT	03/14/16	2 COUCHES, 5 ROLLS OF CARPET PER JESUS
38440	11760	WOLCOTT ST	03/14/16	HEADBOARD, 2 CHAIRS, MOPPING BUCKET, LAUNDRY BASKET MIGDALIA 760-246-3029
61645	14228	PURPLE CANYON RD	03/14/16	MATTRESS, 2 BOX SPRINGS, 2 NIGHT STANDS PER FARRAH 909-644-9775

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37936	14244	SANDY RIDGE CT	03/14/16	2 MATTRESSES, 3 FOOT COUNTER TOP, EZ UP CANOPY HECTOR 760-684-0877
57758	14270	VINCENT WAY	03/14/16	COUCH, MATTRESS CHARLETT SMITH 951-361-1864
57842	14281	SOLTERRA LN	03/14/16	BENCH, SLIDE, BBALL COURT, VOLLEYBALL NET. P/CATHERINE 323-228-0551
31637	14374	PEARMAIN ST	03/14/16	FAKE PLANT, 2 DRESSERS, GRANITE TABLE, MATTRESS VANESSA 760-561-239
45242	14375	DELICIOUS ST	03/14/16	2 MATTRESSES, 2 TV STANDS. REGAN 760-261-9710
29414	14479	HARVARD CT	03/14/16	COUCH, BOOK CASE, MATTRESS, BED FRAME, DRESSER, CHAIR, 2 TIRES P/CYNTHIA 760-246-8091
35209	14553	DELICIOUS ST	03/14/16	TOILET GERARDO MARTINEZ 951-337-7026
38625	15264	ELLERY ST	03/14/16	MATTRESS, KIDS PLAY HOUSE, PLASTIC WATER HOSE, METAL FRAME
30704	11090	ROSEDALE DR	03/15/16	MATTRESS, BOX SPRING, AQUARIUM STAND
31155	11094	VILLA ST	03/15/16	2 TIRES, DRESSER, CRIB PER ARIANA 760-530-2126
38393	11375	BENTLEY CT	03/15/16	2 CAR FENDERS, WEIGHT BENCH, MATTRESS, 3 CHAIRS, 2 TV TRAYS, FAN. OLGA 760-486-1212
28103	14554	AGAVE WAY	03/15/16	3 COUCHES GENE GARCIA 909-630-5601
38538	14560	CHIPPENDALE CIR	03/15/16	2 MATTRESSES P/GERI TOWNSEND- 562 461-8740
29714	14653	KELLY ST	03/15/16	MATTRESS, BOX SPRING, 2 COUCHES PER ANDRES 760-848-8312
38119	14735	DELICIOUS ST	03/15/16	3 MATTRESSES COUCH, CARPET. MARIA 760-447-0539
36877	14784	BO CT	03/15/16	6 PIECES OF BED FRAME, MATTRESS, BOX SPRING, 2 DRESSERS SAVANNAH BARNET 661-236-1519
38063	14849	DELICIOUS ST	03/15/16	COUCH, 2 POOL LADDERS, BED FRAME LEONEL PRADO 760-246-2300
30128	10695	MOORFIELD ST	03/16/16	OFFICE CHAIR, COUCH. RICARDO 760-508-1719
30688	10815	ROSE CT	03/16/16	7 MATTRESSES, FUTON COUCH, TOILET. PER KINESHA 908-609-9451
51724	11066	STAR ST	03/16/16	COUCH, DRESSER
55265	11203	CHARLESTON ST	03/16/16	5 CARPET ROLLS . ORLANDO CUEVAS 323-823-1354
52179	11242	SOFIA WAY	03/16/16	2 MATTRESSES, 2 BOX SPRINGS
53678	11443	ARLINGTON ST	03/16/16	ENTERTAINMENT CENTER, HOCKEY TABLE, SECTIONAL COUCH, MATTRESS, HEADBOARD, FOOTBOARD, 2 PIECES OF WOOD BED FRAME, BOX SPRING
53886	14783	PROVIDENCE RD	03/16/16	2 COUCHES, TABLE, DESK, TABLE TOP
28927	14829	CYPRESS RD	03/16/16	OTTOMAN, MATTRESS, BED FRAME, NIGHTSTAND BESSIE 760-954-2634
44884	14956	DAVINCI CT	03/16/16	2 COUCHES, 2 DRESSERS- P/DEMETRA MILLER- 760-867-8459
33582	15022	BINFORD AVE	03/16/16	4 COUCHES VERONICA SANCHEZ 626-824-6735
40974	15138	BILTMORE ST	03/16/16	5 ROLLS OF CARPET ALICIA 760-530-0520
28982	15185	DAISY RD	03/16/16	3 COUCHES, HEADBOARD JACOB 760-530-7192
28642	18509	CASABA RD	03/16/16	COUCH, 6 MATTRESSES
53361	11454	WINTER PL	03/17/16	ROOM PARTION, WOOD BED FRAME, TV STAND, TABLE. P/ERIN 909-367-8798
30568	11724	PORTOLA CT	03/17/16	SHELF UNIT
38530	11738	DESERT GLEN ST	03/17/16	4 COUCHES PER TONISHA 760-508-8214
39519	11743	GALEWOOD CT	03/17/16	3 MATTRESSES,2 BIKES ISA COLEMAN 760-991-6142
30575	11756	PORTOLA CT	03/17/16	2 MATTRESSES, 2 BOX SPRING TANJA 424-367-8608
49251	11982	SPRING HILL CT	03/17/16	2 CAR SEATS PER JUAN 760-530-2835
35476	15447	FREMONT DR	03/17/16	COUCH, 3 BUNDLES OF WOOD, PIECE TO A GARAGE DOOR PER SEAN 760-523-1312

CITY OF ADELANTO BULKY ITEM PICK-UPS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
53343	15601	KEARNY DR	03/17/16	DRESSER, TABLE, HEADBOARD P/CHERYL 909-586-2085
45398	15841	DESERT PASS ST	03/17/16	2 CANOPIES, BABY SWING, 2 TIRES(NO RIMS) PER CARMEN- 760-523-6905
45092	15858	DESERT PASS ST	03/17/16	VACUUM REYNA RODRIGUEZ 760-530-9063
34158	18830	BIRCH CT	03/17/16	5 MATTRESSES PER MARTIN SALDANO 760-246-5179
31476	11985	CHAMBERLAINE WAY A-B	03/18/16	2 COUCHES
30093	17820	MONO CT	03/18/16	2 ROLLS OF CARPET, BUNDLES OF BRANCHES, TIRE
29237	10799	FLORAL ST	03/21/16	COUCH, TABLE
29224	10800	EUCLID ST	03/21/16	FUTON, CHAIR, CARPET MARY ABRAM 760-561-2970
63290	11129	RIO SECO CT	03/21/16	BUNDLES OF CARDBOARD
28340	11332	BEGONIA RD	03/21/16	3 COUCHES,2 RECLINERS,3 CHAIRS, TABLE. P/JOVITA-760-442-0314
51233	11748	TAYLOR ST	03/21/16	2 COUCHES, MATTRESS, TABLE, ENTERTAINMENT CENTER MARIA 760-261-8889
44883	11768	NEHMANS WAY	03/21/16	MATTRESS, COUCH, OTTOMAN
49193	11882	STAR ST	03/21/16	2 MATTRESSES, BOX SPRING, 2 CABINETS MARIA GOMEZ 760-885-5882
33057	14231	BAY CT	03/21/16	ROCKING CHAIR,2 HUTCHES, NIGHT STAND, MICHAEL 760-885-4296
46428	14235	SAVANNA ST	03/21/16	TABLE TOP, BUNDLE OF CLOSET DOORS. SHEILA THREET 760-912-5199
45208	14249	CAROLINE ST	03/21/16	HIGH CHAIR, 2 BIKES, KIDS 4-WHEELER. MONICA 909-682-9627
36832	14263	PALM CT	03/21/16	MATTRESS, BOX SPRING, WOODEN CABINET ELENA 760-508-7167
43548	14362	SAVANNA ST	03/21/16	MATTRESS, POOL LINER, POOL COVER, WOODEN SPEAKER BOX, LADDER
42951	14403	CAROLINE ST	03/21/16	2 COUCHES, MATTRESS, AND BOX SPRING PER LUS 562-565-4304
40270	15142	BRAXTON ST	03/21/16	3 MATTRESS, TABLE
52275	11096	MCKINLEY AVE	03/22/16	LAWN MOWER, COUCH, PALM FRONDS
29143	11119	DESERT ROSE DR	03/22/16	DESK PER MANUEL 760-628-7625
31178	11223	VILLA ST	03/22/16	MATTRESS, ROLL OF CARPET, DESKTOP, DRESSER, PIECE OF WOOD. ALEJANDRO HERNANDEZ 760-980-6941
29163	11229	DESERT ROSE DR	03/22/16	BOX SPRING
42392	11360	CHANTALE CT	03/22/16	3 MATTRESSES, COUNTERTOP ROSALIA RIOS 760-810-9078
41119	14392	JEREMIAH ST	03/22/16	3 MATTRESS, 3 BOX SPRING, BUNDLE OF WOOD, 2 HEADBOARD, 2 FOOTBOARDS, BUNDLE OF BEDRAILS PER ALEX 323-809-9863
37717	14523	HANDSDALE ST	03/22/16	MATTRESS, BOX SPRING, HEADBOARD, FOOTBOARD, BED FRAME *FRANCISCO RAMIREZ 760-508-7657
32031	14561	SAGE LN	03/22/16	TOILET IN BOX, RUG BUNDLED, CARDBOARD TRASH CAN LEXIE 760-686-9674
28123	14625	ALAN ST	03/22/16	BOX SPRING, HEADBOARD, MIRROR, LOVESEAT, SHELF TERESA 760-508-0704
28132	14682	ALAN ST	03/22/16	COUCH, TABLE
30334	19026	PANTHER AVE	03/22/16	FISH TANK FOR LUCILLE CALTABIANO 760-881-2960
33974	10567	PLAINFIELD ST	03/23/16	ENTERTAINMENT CENTER, KIDS BOOSTER SEAT PER JOSE 760-801-1134
50371	11007	STAR ST	03/23/16	4 DOORS AND UMBRELLA PER JACKIE 760-792-7967
54359	11162	SHANANDOAH ST	03/23/16	MATTRESS PER JEANIE 760-246-2300

CITY OF ADELANTO BULKY ITEM PICK-UPS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
30891	11437	STAR ST	03/23/16	MATTRESS, BOX SPRING, HEADBOARD PER IRA 760-523-1877
31814	14828	DAISY RD	03/23/16	MATTRESS, 2 BOX SPRINGS GLORIA 626-941-8177
28943	14833	DAISY RD	03/23/16	2 COUCHES BERNDETTE 760-780-3836
44854	14939	CHRISTOPHER ST	03/23/16	2 COUCHES, DRESSER. SIDE TABLE PER ZALDA 760-523-1516
33995	14944	BINFORD AVE	03/23/16	5 PIECE SECTIONAL COUCH, 3 MATTRESSES, BED FRAME H LETICIA 818-581-1835
34580	15041	CRAWFORD AVE	03/23/16	2 MATTRESSES, ARTIFICIAL TREE
30614	15072	RADFORD AVE	03/23/16	COUCH, STACK OF CHAIRS, 5 MATTRESSES, ENTERTAINMENT CENTER , DRESSER, HEADBOARD, FOOTBOARD, 2 BED FRAMES PER JOSE 760-486-5752
40399	15136	ARCADIAN ST	03/23/16	5 MATTRESSES RHONDA 760-523-1492
45366	15142	RAINIER ST	03/23/16	2 TIRES
54776	11659	DESERT CROSSING ST	03/24/16	MATTRESS, CHAIR, WATER DISPENSER, AND TABLE PER CARLOS 760-900-8812
43486	15359	ROSS DR	03/24/16	COUCH, LAMP STAND KEON WALKER 760-951-8227
46430	15764	OX HILL CT	03/24/16	4 DRESSERS, HEADBOARD, 4 PCS OF BED FRAME, MATTRESS KINDERYA BAILEY 213-453-4320
52897	18862	KOALA RD	03/24/16	COUCH, MATTRESS. 3 CHAIRS- P/JOY -760-403-3192
29084	19026	DENNIS ST	03/24/16	COUCH, TABLE, DRESSER, BED FRAME PER MICHAEL 562-484-4460
28619	17780	CARSON CIR	03/25/16	2 BOX SPRINGS, MATTRESS PER TINA 760-265-7763
29628	17823	JUNIPER ST	03/25/16	MATTRESS PER BRENDA 714-249-8802
30096	17837	MONO CT	03/25/16	WATER HEATER P/TERESA - 213-507-7425
30933	17881	STEVENS ST	03/25/16	2 MATTRESSES, BOX SPRING, RECLINER ESMERALDA ROJAS 760-867-9608
31080	17980	VERBENA RD	03/25/16	2 COUCHES, 2 DRESSERS, DOLL HOUSE PER ALANA 760-867-5164
44367	18051	VERBENA RD	03/25/16	MATTRESS, PLASTIC STORAGE BIN, MINNIE MOUSE TOY CAR, BBQ, CHAIR *GRECHEL 951-254-8472
28425	18907	BELLFLOWER ST	03/25/16	2 MATTRESSES, 2 BOX SPRINGS LOUISE 760-646-0810
28426	18927	BELLFLOWER ST	03/25/16	2 BOX SPRINGS, MATTRESS, 2 TABLES LOUISE 760-646-0810
29233	10779	FLORAL ST	03/28/16	BUNDLE OF WOOD, 2 DOORS PER JOY 760-234-5763
28488	11324	BRISTOL CT	03/28/16	COUCH. SUSAN KADERA 760-246-8192
28077	11350	ADDISON ST	03/28/16	3 CHAIRS, CABINET, DOORS PER JAIME 818-221-7883
39246	11757	WOLCOTT ST	03/28/16	2 COUCHES, TABLE, MATTRESS, TIRE. SABINA 760-617-9815
54314	11766	TAYLOR ST	03/28/16	MATTRESS, BOX SPRING, DESK, 2 SHELVES, 4 TIRES PER DANNY 760-475-3339
45564	11805	NEHMANS WAY	03/28/16	2 MATTRESSES PER CARRIE ANN 702-490-1381
45508	14246	CAROLINE ST	03/28/16	DRESSER, BOOKSHELF, STAND GEANA ODERMATT 760-490-4323
54339	14339	SIERRA GRANDE ST	03/28/16	COUCH (3 PIECES) PER MIGUEL 760-987-1027
43079	14366	GRETA CT	03/28/16	DOG HOUSE, ROLL FENCING, FENCE POSTS, DOG CRATE, TRASH CAN, BUNDLE OF WOOD, WEIGHT BENCH. P/LAKEESHA 2175797
28762	14451	COLUMBIA CT	03/28/16	MATTRESS, BOX SPRING, HEADBOARD, FOOTBOARD, BED FRAME NADINE 760-694-2082
32110	14459	COLUMBIA CT	03/28/16	MATTRESS, BOX SPRING
29412	14475	HARVARD CT	03/28/16	2 BOX SPRINGS, FOOSBALL TABLE, TV SHELL, BARREL PER MONICA 760-508-3327
35526	14537	DELICIOUS ST	03/28/16	PLAYHOUSE, PING PONG TABLE ANGEL- 760-486-8005

CITY OF ADELANTO BULKY ITEM PICK-UPS
Q1 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
28109	14582	AGAVE WAY	03/28/16	2 MATTRESSES PER LOVLIA LANE 760-261-3662
37567	15228	STONE ST	03/28/16	BBQ, TABLE, COAT RACK MELISSA 760-646-4044
29399	14784	HARRISON DR	03/29/16	WATER SOFTENER, AND 2 SHOWER DOORS BRITTANY 760-927-4044
34112	10636	PLAINFIELD ST	03/30/16	2 MATTRESSES, DRESSER. LUCILLA GARCIA 760-596-5900
30535	10738	PLAINFIELD ST	03/30/16	2 COUCHES WILLIAM WINDBURN 909-957-0691
40986	11159	ALEXANDRIA ST	03/30/16	2 MATTRESSES, COUCH, TABLE P/PAIGE- 760-810-3621
30886	11410	STAR ST	03/30/16	MATTRESS, 2 BOX SPRINGS, NIGHT STAND, DRESSER RONALD LOCKE 760-442-8663
39193	11849	BROAD OAK CT	03/30/16	WORK BENCH, CHAIR, TV STAND PER YSENIA 760-662-0509
34061	14997	CRAWFORD AVE	03/30/16	2 BOOK SHELVES
42114	11744	BALBOA CT	03/31/16	4 PIECES OF WOOD, CHRISTMAS TREE, 2 MATTRESSES P/NEISHA- 760-530-7227
38833	11796	JUSTINE WAY	03/31/16	4 CHAIRS, TOILET, WATER FOUNTAIN, VACUUM, TABLE BASE P/MARTHA- 760-927-2185
35609	15434	KEARNY DR	03/31/16	SPEAKER, BOX SPRING P/CHARLOTTE 760-766-5094
35229	15435	LASSEN DR	03/31/16	DRESSER, BED FRAME, TIRE ALLESANDRA 760-881-6038
43534	15762	DESERT PASS ST	03/31/16	3 COUCHES, BOX SPRING 2 BEDS PER SENOR GOMEZ 276-927-0001
29611	19039	JOSHUA ST	03/31/16	2 COUCHES, BIKE SOFIA 760-246-8724

OUTREACH

Materials collected from Mavericks Adelanto Grand Prix - January 15-17, 2016

L.A.
PIZZA
RECYCLE

FREE DROP-OFF

Victor Valley MRF Recycling Center

17000 Abbey Lane in Victorville (just off Stoddard Wells Road)

2016 QUARTERLY SHRED-FESTS

Feb 6 • May 7 • Aug 6 • Nov 5

8 a.m. to 12 noon

On your way to the landfill? Recycle at the MRF instead.	***New Items*** Now accepting donations of clothing and shoes!! usagain use it again	Drop off old TVs, computers, & appliances for FREE	Drop off scrap metal, mixed paper, plastic, glass, cardboard, & newspaper.	Redeem your CRV bottles & cans for $ CASH!	Bring up to 4 "bankers boxes"(12"x 10"x16") of confidential documents to shred for FREE!

***PLEASE NOTE: Shredding ends at 12 noon or when the shred truck is full, whichever occurs first.

Got Mulch?	Need mulch for your yard? There will be FREE mulch at the MRF during the Shred-Fest event. This is a "load your own" mulch giveaway, so bring your own shovels as well as bags or other containers to load mulch into. The giveaway is for residents only— no businesses or commercial vehicles. Mulch LIMIT up to 50 gallons.

Sponsored by Burrtec Waste Industries, the City of Victorville and the Town of Apple Valley. For more information contact Burrtec Waste Municipal Programs Coordinator at (760) 245-8607 or call the Victor Valley MRF Recycling Center at (760) 241-1284.

Printed On Recycled Paper

BURRTEC
WASTE INDUSTRIES, INC.
"We'll Take Care Of It"

Customer Service and Recycling Coordinator
(760) 245-8607
www.burrtec.com

Victorville RECYCLES
VictorvilleRecycles.com

City of Victorville
Recycling Program
(760) 955-8615

Apple Valley Cares

Town of Apple Valley

A Better Way of Life
Town of Apple Valley
Municipal Services Department
(760) 240-7000 X 7521
www.applevalley.org

Here's What You Can Recycle At the "MRF"!!

Bring these items to the MRF "Recycle Alley" Drop-Off Area for

FREE DROP-OFF

Computers
TVs
Appliances
All Scrap Metal
Glass Bottles & Jars
Clothes & Shoes!!!

Mixed Plastic
Plastic Grocery Bags
Mixed CRVs *
Cardboard *
Newspaper *

* Indicates buy-back/redeemable item

BUY-BACK CENTER

- **CRV Aluminum— $1.80/pound**
- **CRV Glass— $0.104/pound**
- **CRV PET Plastic— $1.21/pound**
- **CRV Water Jugs— $0.58/pound**
- **HDPE—Milk Jugs (not CRV)— $0.02/pound**
- **Newspapers— $0.0055/pound**
- **Corrugated Cardboard— $0.0245/pound**

All Prices effective as of 1/21/2016. Prices subject to change without notice.

Victor Valley Materials Recovery Facility

17000 Abbey Lane in Victorville
Open Monday-Friday 8 a.m. to 4 p.m.
and Saturday 8 a.m. to 12 noon

To find out more about the recycling services available at the MRF call (760) 241-1284 or for more information on how to RECYCLE call Burrtec Waste Municipal Programs Coordinator at (760) 245-8607.

BURRTEC
WASTE INDUSTRIES, INC.
"We'll Take Care Of It"

April 20, 2016

Ms. Belen Cordero
City of Adelanto
11600 Air Expressway - P.O. Box 10
Adelanto, CA 92301

Re: Monthly Commercial & Residential Report – March 2016

Dear Ms. Cordero:

The following information is provided as the monthly report for the solid waste and recyclables collection services:

Solid Waste Collected

Attached is a copy of the Waste Generation and Diversion Report, which provides a breakdown of the tonnage, collected by commodity type. Additional information based on program code and AB939 reporting format is also included.

The recycling tonnage is received and processed at the Victor Valley Material Recovery Facility. A detailed commodity breakdown by customer type is included. The solid waste is taken to the Victorville Landfill.

Call Logs

Attached are the detailed call logs.

Compliments	0
Complaints	0
Missed pick-ups	11

Used Oil Collection Activity

AVCO Disposal provides a used oil collection program. Under this program, participating residents have their used oil and oil filters collected at curbside. The following summarizes the used oil and oil filters collection activity.

Oil Container Deliveries	0
Used Oil Collection	0

9890 Cherry Avenue • Fontana, California 92335 • 909-429-4200 • FAX 909-429-4290

Sharps Container Activity

AVCO Disposal provides a used Sharps container distribution program. Under this program, participating residents may exchange their used containers for a new container at the AVCO facility and can also drop off used Sharps containers at the new site located at City Hall.

Sharps Container Distribution	6
Used Sharps Container Collection	6

Universal Waste & E-Waste Collections

Universal waste includes such items as batteries, fluorescent lamps, and mercury thermostats among others. Electronic waste or E-waste includes such items as computer monitors, television sets, stereos, etc. The following summarizes the Universal Waste and E-waste residential collections:

Televisions	59
Other (Microwaves, Refrigerators, Washer/Dryers, etc.)	20

Warning Notices

No warning notices were issued during the month.

Problems Encountered

No problems were encountered.

Other Noteworthy Items

Bulky Item Collections: During the month we received 213 calls for bulky-item pick-ups, including: end tables, cabinets, desks, beds, mattresses, entertainment centers, BBQs, cribs, bookcases, and recliners. A detailed report of the bulky items collection calls is attached.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Richard Niño
Vice President

/sr

SOLID WASTE COLLECTED

VICTORVILLE DISPOSAL
City of Adelanto

Waste Generation and Diversion Report
February_2016

Route Description	Refuse	Recycling	E-waste	Greenwaste	Tires (Transformation)	Tin/White Goods	Scrap Metal	Inert	Transformaton	Comm'l Select	Total Tonnage Generated		
Residential Total	678.57	158.58	-	-	-	-	-	-	-	-	837.15		
Christmas Tree Total	-	-	-	-	-	-	-	-	-	-	-		
Bulky Item Total	18.75	-	2.28	-	-	2.70	-	-	-	-	23.73	*860.88*	*Residential*
Clean Up Total	-	-	-	-	-	-	-	-	-	-	-		
Multi-Family Total	110.58	6.35	-	-	-	-	-	-	-	-	116.93	*116.93*	*Multi-Family*
Residential Bin Total	4.10	-	-	-	-	-	-	-	-	-	4.10		
Commercial Total	289.43	41.82	-	-	0.35	-	1.77	-	0.10	-	333.47	*337.57*	*Commercial*
Rolloff Total	471.54	-	-	3.75	-	-	-	-	-	0.73	476.02	*476.02*	*Rolloff*
Grand Total	1,572.97	206.75	2.28	3.75	0.35	2.70	1.77	-	0.10	0.73	1,791.40		
	(a)												

Diverted Tonnage											Total Tonnage Diverted	Residue %	Residue Tons	Net Tonnage Diverted
Residential Recyling		158.58									158.58	33.62%	53.31	105.27
Resd'l Recyling- External Bulky		-	2.28			2.70	-				4.98	0.00%	-	4.98
Multi-Family Recy		6.35									6.35	30.32%	1.93	4.42
Commercial Recycling		41.82									41.82	30.32%	12.68	29.14
Commercial Transformation									0.10		0.10	0.00%	-	0.10
Commercial-Other Recycling				-	0.35	-	1.77	-			2.12	0.00%	-	2.12
Rolloff Select Loads										0.73	0.73	40.00%	0.29	0.44
Rolloff-Other Recycling				3.75	-	-	-	-			3.75	0.00%	-	3.75
Total Diverted Tonnage	-	206.75	2.28	3.75	0.35	2.70	1.77	-	0.10	0.73	218.43		68.21	150.22
CIWMB Program	*Refuse*	*Recycling*		*Composting*	*Transformation*	*Special Waste - 4000 Series*			*Facility Recovery*				*Refuse*	*All Programs*
CIWMB Program-Code		*2000 Series*		*3000 Series*	*8000 Series*	*(c)*			*7000 Series*				*(b)*	*(e)*

Gross Diversion	12.19%	**Net Diversion**	8.39%
Residential	*19.00%*	*Residential*	*12.81%*
Multi-Family	*5.43%*	*Multi-Family*	*3.78%*
Commercial	*13.05%*	*Commercial*	*9.29%*
Rolloff	*0.94%*	*Rolloff*	*0.88%*

Reconciliation of Tonnage to CIWMB Report:

Total refuse generated	1,572.97	(a)	Total special waste	4.47	(c)
Total residue	68.21	(b)			
Total Refuse	1,641.18		Commercial MRF credit for diversion only		(d)
Net Tonnage Diverted	150.22	(e)			
Total Reported	1,791.40				

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-16	Feb-16	Y-T-D
Refuse				
	Residential Refuse	686.90	678.57	1,365.47
	Residential Bulky Items	10.99	18.75	29.74
	Residential Refuse (residue)	56.43	53.31	109.74
	Clean Up Refuse	0.00	0.00	0.00
	Government Refuse			0.00
	School Refuse			0.00
	Residential Bin Refuse	4.11	4.10	8.21
	Residential Bin Refuse (residue)	0.00	0.00	0.00
	Multi-Family Refuse	110.90	110.58	221.48
	Multi-Family Refuse (residue)	2.06	1.93	3.99
	Commercial Refuse	291.57	289.43	581.00
	Rolloff Refuse	391.52	471.54	863.06
	Commercial Refuse (residue)	13.58	12.68	26.26
	Rolloff Refuse (residue)	0.50	0.29	0.79
Refuse Totals		1,568.56	1,641.18	3,209.74
Source Reduction				
1000-SR-XGC	Xeriscaping, Grasscycling			0.00
1010-SR-BCM	Backyard Composting			0.00
1020-SR-BWR	Business Source Reduction			0.00
1030-SR-PMT	Procurement			0.00
1040-SR-SCH	School Source Reduction			0.00
1050-SR-GOV	Government Source Reduction			0.00
1060-SR-MTE	Material Exchange, Thrift Shops			0.00
1070-SR-OTH	Other Source Reduction			0.00
Source Reduction Totals		0.00	0.00	0.00
Recycling (net of residue)				
2000-RC-CRB	Residential Curbside Recycling	111.37	105.27	216.64
2010-RC-DRP	Residential Drop-Off Recycling			0.00
2020-RC-BYB	Residential Buy-Back Centers			0.00
2030-RC-OSP	Commercial On-Site Pickup	35.95	33.56	69.51
2040-RC-SFC	Commercial Self Haul Recycling			0.00
2050-RC-SCH	School Recycling			0.00
2060-RC-GOV	Government Recycling			0.00
2070-RC-SNL	Special Collection - Seasonal	5.21	0.00	5.21
2080-RC-SPE	Special Collection - Events			0.00
2090-RC-OTH	Other Recycling-Pre Sorted Roll-off	0.00	0.00	0.00
Recycling Totals		152.53	138.83	291.36
Composting				
3000-CM-RCG	Residential Curbside Greenwaste	0.00	0.00	0.00
3010-CM-RSG	Residential Self Haul Greenwaste			0.00
3020-CM-COG	Commercial On-Site Greenwaste	0.00	3.75	3.75
3030-CM-CSG	Commercial Self Haul Greenwaste			0.00
3040-CM-FWC	Food Waste Composting	0.00	0.00	0.00
3050-CM-SCH	School Composting			0.00
3060-CM-GOV	Government Composting			0.00
3070-CM-OTH	Other Composting			0.00
Composting Totals		0.00	3.75	3.75
Special Waste				
4000-SP-ASH	Ash			0.00
4010-SP-SLG	Sludge (sewage industrial)			0.00
4020-SP-TRS	Tires	0.00	0.00	0.00
4030-SP-WHG	White Goods	2.34	2.70	5.04
4040-SP-SCM	Scrap Metal	1.48	1.77	3.25
4050-SP-WDW	Wood Waste	0.00	0.00	0.00
4060-SP-CAR	Concrete/Asphalt/Rubble	1.25	0.00	1.25
4070-SP-DSD	Disaster Debris			0.00
4080-SP-SGL	Shingles			0.00
4090-SP-RND	Rendering			0.00
4100-SP-OTH	Other Special Waste	0.00	0.00	0.00
Special Waste Totals		5.07	4.47	9.54

VICTORVILLE DISPOSAL
CITY OF ADELANTO

CIWMB Program Code	Description	Jan-16	Feb-16	Y-T-D
Public Education & Outreach				
5000-ED-ELC	Electronic (radio, TV, WWW, Hotlines)			0.00
5010-ED-PRN	Printed Media			0.00
5020-ED-OUT	Outreach (workshops, fairs, field trips)			0.00
5030-ED-SCH				0.00
5040-ED-OTH	Other Public Education			0.00
Public Education & Outreach Totals		0.00	0.00	0.00
Policy Incentives				
6000-PI-PLB	Product & Landfill Bans			0.00
6010-PI-EIN	Economic Incentives			0.00
6020-PI-ORD	Ordinances			0.00
6030-PI-OTH	Other Policy Incentives			0.00
Public Education Totals		0.00	0.00	0.00
Facility Recovery				
7000-FR-MRF	Material Recovery Facility	0.98	0.44	1.42
7010-FR-LAN	Landfill			0.00
7020-FR-TST	Transfer Station			0.00
7030-FR-CMF	Composting Facility			0.00
7040-FR-ADC	Alternate Daily Cover			0.00
7050-FR-OTH	Other Facility Recovery			0.00
Facility Recovery Totals		0.98	0.44	1.42
Transformation				
8000-TR-WTE	Waste-to-Energy	0.25	0.10	0.35
8010-TR-WDW	Biomass (wood waste)			0.00
8020-TR-TRS	Tires	0.40	0.35	0.75
8030-TR-OTH	Other Transformation			0.00
Transformation Totals		0.65	0.45	1.10
Household Hazardous Waste				
9000-HH-PMF	Permanent Facility			0.00
9010-HH-MPC	Mobile/Periodic Facility			0.00
9020-HH-CSC	Curbside Collection			0.00
9030-HH-WSE	Waste Exchange			0.00
9040-HH-EDP	Educational Programs			0.00
9045-HH-EWA	Electronic Waste	0.85	2.28	3.13
9050-HH-OTH	Other Household Hazardous Waste			0.00
HHW Totals		0.85	2.28	3.13
All Programs Total		160.08	150.22	310.30
Total Refuse		1,568.56	1,641.18	3,209.74
Total Tonnages Generated		1,728.64	1,791.40	3,520.04
Multi Family Net Diverted Tonnage				
2030-RC-OSP	Multi Family Curbside Recycling	4.74	4.42	9.16
3020-CM-COG	Multi Family Curbside Greenwaste	0.00	0.00	0.00
7000-FR-MRF	Multi Family Material Recovery Facility	0.00	0.00	0.00
Residential Bin Net Diverted Tonnage				
2030-RC-OSP	Residential Bin Curbside Recycling	0.00	0.00	0.00
3020-CM-COG	Residential Bin Curbside Greenwaste	0.00	0.00	0.00
7000-FR-MRF	Residential Bin Material Recovery Facility	0.00	0.00	0.00
Oil Waste (In Gallon)				
9010-HH-MPC	Mobile/Periodic Facility	0.00	0.00	0.00

BULKY PICK UPS

City Of Adelanto Bulky Pick-ups
March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
36069	10957	LIVE OAK LN	03/01/16	2 MATTRESSES, DRESSER, PORCH SWING, BOOKSHELF
31307	11034	WILLOW LN	03/01/16	2 BUNDLES OF BRANCHES ARTURO ARROYO 760-609-6837
31263	11264	WESTBROOK DR	03/01/16	TV WALL UNIT, NIGHT STAND, 3 MATTRESSES. P/HECTOR-
34248	11693	VILLA ST	03/01/16	2 COUCHES, TABLE, 2 CHAIRS RAMONA 760-881-4760
36541	14517	SPRINGDALE CIR	03/01/16	WATER HEATER, 2 CHAIRS, BBQ, TABLE LEAF. P/ANNA 760-246-0228
38452	14547	DRYSDALE CIR	03/01/16	MATTRESS, CHAIR, FANKINYETTA 760-963-3482
37497	14566	DESERT ROSE DR	03/01/16	4 CHAIRS, 2 COUCHES KIMBERLY 702-980-0332
28113	14599	AGAVE WAY	03/01/16	2 CHAIRS, BIKE, DRESSER, CABINET, SWIMMING POOL, 3 BABY CAR SEATS
37971	14747	SNAPDRAGON LN	03/01/16	GARDEN SEEDER, COUCH P/EARNESTINA
57733	14765	IRIS ST	03/01/16	FISH TANK, DOOR, HEAD & FOOTBOARD, RACK
33577	10598	CHESTERFIELD ST	03/02/16	3 CHAIRS, 2 PCS. OF PLYWOOD STACY 760-530-7033
45333	10966	HILLSBOROUGH ST	03/02/16	MATTRESS, BOX SPRING, DRESSER, 2 ROLLS OF CARPET EUGENIA GALINDO 760-490-6868
49139	11057	STAR ST	03/02/16	2 MATTRESSES, 2 BOX SPRING, FUTON COUCH. 760-475-8869
43505	11085	HILLSBOROUGH CT	03/02/16	2 BIKES, BED FRAME, TIRE KENNETH HICKS 760-867-6839
45925	11202	SHANANDOAH ST	03/02/16	2 COUCHES RICHARD 760-475-0695
30249	14616	PALMYRA CT	03/02/16	2 MATTRESSES, BUNDLE OF CARDBOARD PER CANDICE 760-596-2364
29020	14764	DANA ST	03/02/16	MATTRESS, BBQ THERESA ARZATE 760-524-7577
53908	14789	DAISY RD	03/02/16	2 COUCHES,DRESSER, MATTRESS, HEADBOARD, FOOTBOARD, 4 CHAIRS P/ SHANNON- 760-900-0214
39556	15010	LEXINGTON ST	03/02/16	SOFA, TABLE, AND WOOD- CARLOLA 619-484-4192
28960	15043	DAISY RD	03/02/16	2 TOILETS, VANITY, 2 TIRES P/PEDRO
30360	15158	PARK WAY	03/02/16	MATTRESS, BED FRAME, FUTON PER TINA 760-523-4633
29115	15174	DESERT ST	03/02/16	MATTRESS, BOX SPRING, PALLET
30637	15174	REIMAN ST	03/02/16	MATTRESS VINCENT 760-523-1608
29116	15186	DESERT ST	03/02/16	3 PIECE SECTIONAL COUCH FOR MANUEL
31364	11590	WINTER PL	03/03/16	3 BOX SPRINGS, MATTRESS 2 DRESSERS PER MONICA 760-927-7785
40313	11715	MAYWOOD CT	03/03/16	HEADBOARD, FOOTBOARD, LOVESEAT, CAR DOOR, CAR SEAT. MARIA MARTINEZ 626-626-6705
40449	11748	GALEWOOD CT	03/03/16	2 COUCHES, TABLE, EXERCISE BIKE, MIRROR AURA 760-246-7516
52972	11946	POPPY RD	03/03/16	MATTRESS, CHAIR, DESK, LARGE CHRISTMAS DECORATION PER CINDY 760-475-8838
35799	15435	KEARNY DR	03/03/16	TIRE SHARON CRABTREE 760-694-2710
35227	15450	ROSS DR	03/03/16	SMALL WOODEN STAGE GARY 951-665-8460
44088	15730	DESERT ROCK ST	03/03/16	RECLINER CAROLINE 760-246-2300
51703	18801	DOGWOOD CT	03/03/16	2 SOFA'S LIDIA 760-222-0497
45255	10246	KEMPER AVE	03/04/16	2 COUCHES, HEAD BOARD, FOOT BOARD, 2 MIRRORS, 2 DRESSERS, MATTRESS, ENTERTAINMENT CENTER, VERONICA RODRIGUEZ 760-412-7865
30667	10423	RODEO CIR	03/04/16	2 COUCHES AND MATTRESS PER MARTHA 760-953-9027
32091	10447	BUCKBOARD CIR	03/04/16	2 BOX SPRINGS, 2 MATTRESSES P/ROBERTA- 661-974-4669
31733	17947	KENDALL CIR	03/04/16	2 STROLLERS, 3 CHAIRS

City Of Adelanto Bulky Pick-ups
March 2016

29229	10830	EUCLID ST	03/07/16	6 HEADBOARDS, TABLE TOP, 2 BED RAILS JUANITA 760-523-1429
60773	11017	PASO BLANCO AVE	03/07/16	2 MATTRESSES PER JACQUELINE 661-889-2533
28550	11332	CAMBRIDGE ST	03/07/16	EXERCISE MACHINE P/GRACE PENA- 310-505-0424
28551	11333	CAMBRIDGE ST	03/07/16	4 COUCHES, MATTRESS ASPEN 909-802-4154
28499	11390	BRISTOL CT	03/07/16	ROLL OF CARPET PER CHRISTINA 760-530-7813
28506	11422	BRISTOL CT	03/07/16	2 COUCHES, 3 MATTRESSES. DETMANINE RIGMINDEN 760-550-7159
42437	11755	CLIFFROSE CT	03/07/16	10 BUNDLES OF WOOD FOR CAROL AGUIRRE 626-756-2018
42947	11758	STAR ST	03/07/16	4 MATTRESSES, 2 GLASS SHELVES PER SHARDE 760-605-3431
57960	14290	SOLTERRA LN	03/07/16	TABLE, 9 WOOD BUNDLES. P/ MONICA 909-855-8223
43094	14374	GRETA CT	03/07/16	DOG HOUSE, RECLINER, PICTURE FRAME, TIRE
28759	14444	COLUMBIA CT	03/07/16	MATTRESS P/TIERRA - 909-733-3413
53176	14472	SIERRA GRANDE ST	03/07/16	RECLINER, COUCH P/LUCY
28766	14478	COLUMBIA CT	03/07/16	3 CHAIRS, TABLE , SHELF
43684	14649	PALM ST	03/07/16	BED FRAME, COUCH, 8 PIECES OF WOOD MARIA CABRERA 760-780-5112
43881	15034	DELAWARE ST	03/07/16	2 CHAIRS, 2 FANS, 1 MATTRESS PER BERNARD 310-707-8986
49245	15218	PEARMAIN ST	03/07/16	2 COUCHES CHARLES BEISEL 323-864-5497
37224	10774	THORNDALE ST	03/08/16	5 ROLLS OF CARPET
54178	11372	ESSEX CT	03/08/16	COUCH, 2 BUNDLES OF METAL, 2 WOOD BUNDLES
42807	11667	VILLA ST	03/08/16	COUCH, HEADBOARD. CHAD THRONTSON 520-450-3383
34358	14503	FOXGLOVE LN	03/08/16	2 DRESSERS, BUNDLE OF WOOD
39968	14514	CLYDESDALE ST	03/08/16	COUCH ARIANA 760-964-1948
36654	14526	SCOTTSDALE CIR	03/08/16	TABLE, 4 CHAIRS
30288	14559	PALO VERDE CT	03/08/16	8 ROLLS OF CARPET. MARIA AVILA 760-995-0766
30256	14644	PALMYRA CT	03/08/16	VACUUM IVERSON GONZALES 714-397-0899
37070	14744	BO CT	03/08/16	PING PONG TABLE, STEPSTOOL, HOSE REEL, WATER COOLER, WOOD BOX. YOLANDA 323-578-6270
36701	14786	LOUISA CT	03/08/16	4 CHAIRS, TIRE, CAR SEAT, SET BEDRAILS PER LILIA 760-508-7552
28429	10610	BONANZA RD	03/09/16	2 COUCHES
53200	10617	JOSHUA ST	03/09/16	2 DRESSER, TABLE, BED FRAME P/ELSA
28437	10698	BONANZA RD	03/09/16	8 BUNDLES OF BRANCHES PER LAURA 760-680-5997
28446	10767	BONANZA RD	03/09/16	BIKE PARTS, 2 HEADBOARD, DOOR, BUNDLE OF WOOD PER PRISCILLA 318-669-5492
47528	11083	STAR ST	03/09/16	MATTRESS, DRESSER, HEADBOARD, FOOTBOARD CEASER 909-574-5554
30878	11362	STAR ST	03/09/16	BIKE, 2 KIDS CARS PER ESTER 909-440-7946
30881	11375	STAR ST	03/09/16	MATTRESS
55223	11411	ARLINGTON ST	03/09/16	FUTON, END TABLE, NIGHT STAND VICKIE HALL 909-275-5112
44293	11602	GREENE CT	03/09/16	COUCH,3 HEADBOARDS, MATTRESS TOMMIE SMITH- 442-299-087
31896	15090	RADFORD AVE	03/09/16	SMALL FENCE, 2 BUNDLES OF PILLOWS, DOOR PER ROSIE 760-265-6254
29869	15200	LAKE ST	03/09/16	RECLINER PER KARANINA760-885-9979
31328	11375	WINTER PL	03/10/16	MATTRESS, BOX SPRING, ROLL OF CARPET VICKY ESTEL 951-203-8592
41237	11704	POPPY RD	03/10/16	TABLE, COUCH, RECLINER SUMMER WADE 760-684-9404
39843	11743	MAYWOOD CT	03/10/16	TABLE, BBQ, SATELLITE DISH, VACUUM, FAN

City Of Adelanto Bulky Pick-ups
March 2016

29271	15354	FREMONT DR	03/10/16	WAGON, TOILET, 2 PIECE OF CARPET, PIECE OF PLASTIC PER MARIA 760-530-0891
44140	15757	DESERT ROCK ST	03/10/16	DRESSER, ANGELINA CASTRO..760-246-4077
44371	15763	DESERT ROCK ST	03/10/16	2 COUCHES, PEDRO CHAVEZ 760-486-6863
45077	15830	DESERT PASS ST	03/10/16	FUTON COUCH, DRESSER
51266	18762	CEDAR CT	03/10/16	4 MATTRESSES, TABLE PER CHANTINA 424-246-1096
29100	19043	DENNIS ST	03/10/16	DOUBLE RECLINER RICHARD 760-246-7707
30348	19043	PANTHER AVE	03/10/16	COUCH GARY 760-246-5275
44866	10459	BUTTE ST	03/11/16	PER MARIA MATTRESS, BOX SPRING, CRIB
52218	10533	CHEVRON CT	03/11/16	COUCH, CHAIR, TABLE PER AUTUMN 760-660-0396
28357	11732	BEGONIA RD	03/11/16	5 ROLLS OF CARPET, 2 COUCHES ANGELA 909-749-5940
29391	11875	HARDY AVE	03/11/16	5 COUCHES SOLOMON 760-887-9200
30931	17871	STEVENS ST	03/11/16	OTTOMAN, 2 TV STANDS, DESK. ANCELMO FIGUERO 760-403-0531
55843	10819	EUCLID ST	03/14/16	DRESSER, MATTRESS, HEAD BOARD, SCOOTER, VACUUM PER CHANTELLE 560-552-4449
42143	11732	BALBOA CT	03/14/16	2 COUCHES, 5 ROLLS OF CARPET PER JESUS
38440	11760	WOLCOTT ST	03/14/16	HEADBOARD, 2 CHAIRS, MOPPING BUCKET, LAUNDRY BASKET MIGDALIA 760-246-3029
61645	14228	PURPLE CANYON RD	03/14/16	MATTRESS, 2 BOX SPRINGS, 2 NIGHT STAND PER FARRAH 909-644-9775
37936	14244	SANDY RIDGE CT	03/14/16	2 MATTRESSES, 3 FOOT COUNTER TOP, EZ UP CANOPY HECTOR 760-684-0877
57758	14270	VINCENT WAY	03/14/16	COUCH, MATTRESS CHARLETT SMITH 951-361-1864
57842	14281	SOLTERRA LN	03/14/16	BENCH, SLIDE, BBALL COURT, VOLLEYBALL NET. P/CATHERINE 323-228-0551
31637	14374	PEARMAIN ST	03/14/16	FAKE PLANT, 2 DRESSERS, GRANITE TABLE, MATTRESS VANESSA 760-561-239
45242	14375	DELICIOUS ST	03/14/16	2 MATTRESSES, 2 TV STANDS. REGAN RIVERIA 760-261-9710
29414	14479	HARVARD CT	03/14/16	COUCH, BOOK CASE, MATTRESS, BED FRAME, DRESSER, CHAIR, 2 TIRES P/CYNTHIA 760-246-8091
35209	14553	DELICIOUS ST	03/14/16	TOILET GERARDO MARTINEZ 951-337-7026
38625	15264	ELLERY ST	03/14/16	MATTRESS, KIDS PLAY HOUSE, PLASTIC WATER HOSE, METAL FRAME
30704	11090	ROSEDALE DR	03/15/16	MATTRESS, BOX SPRING, AQUARIUM STAND
31155	11094	VILLA ST	03/15/16	2 TIRES, DRESSER, CRIB PER ARIANA 760-530-2126
38393	11375	BENTLEY CT	03/15/16	2 CAR FENDERS, WEIGHT BENCH, MATTRESS, 3 CHAIRS, 2 TV TRAYS, FAN. OLGA 760-486-1212
28103	14554	AGAVE WAY	03/15/16	3 COUCHES GENE GARCIA 909-630-5601
38538	14560	CHIPPENDALE CIR	03/15/16	2 MATTRESSES P/GERI TOWNSEND- 562 461-8740
29714	14653	KELLY ST	03/15/16	MATTRESS, BOX SPRING, 2 COUCHES PER ANDRES 760-848-8312
38119	14735	DELICIOUS ST	03/15/16	3 MATTRESSES COUCH, CARPET PER MARIA 760-447-0539
36877	14784	BO CT	03/15/16	6 PIECES OF BED FRAME, MATTRESS, BOX SPRING, 2 DRESSERS SAVANNAH BARNET 661-236-1519
38063	14849	DELICIOUS ST	03/15/16	COUCH, 2 POOL LADDERS, BED FRAME LEONEL PRADO 760-246-2300
30128	10695	MOORFIELD ST	03/16/16	OFFICE CHAIR, COUCH RICARDO TRINIDAD 760-508-1719
30688	10815	ROSE CT	03/16/16	7 MATTRESSES, FUTON COUCH, TOILET. PER KINESHA 908-609-9451
51724	11066	STAR ST	03/16/16	COUCH, DRESSER

City Of Adelanto Bulky Pick-ups
March 2016

55265	11203	CHARLESTON ST	03/16/16	5 ROLLS OF CARPET ORLANDO CUEVAS 323-823-1354
52179	11242	SOFIA WAY	03/16/16	2 MATTRESSES, 2 BOX SPRINGS
53678	11443	ARLINGTON ST	03/16/16	ENTERTAINMENT CENTER, HOCKEY TABLE, SECTIONAL COUCH, MATTRESS, HEADBOARD, FOOTBOARD, 2 PIECES OF WOOD BED FRAME, BOX SPRING
53886	14783	PROVIDENCE RD	03/16/16	2 COUCHES, TABLE, DESK, TABLE TOP
28927	14829	CYPRESS RD	03/16/16	OTTOMAN, MATTRESS, BED FRAME, NIGHTSTAND BESSIE 760-954-2634
44884	14956	DAVINCI CT	03/16/16	2 COUCHES, 2 DRESSERS- P/DEMETRA MILLER- 760-867-8459
33582	15022	BINFORD AVE	03/16/16	4 COUCHES VERONICA SANCHEZ 626-824-6735
40974	15138	BILTMORE ST	03/16/16	5 ROLLS OF CARPET ALICIA 760-530-0520
28982	15185	DAISY RD	03/16/16	3 COUCHES, HEADBOARD JACOB 760-530-7192
28642	18509	CASABA RD	03/16/16	COUCH, 6 MATTRESSES
53361	11454	WINTER PL	03/17/16	ROOM PARTION, WOOD BED FRAME, TV STAND, TABLE. P/ERIN 909-367-8798
30568	11724	PORTOLA CT	03/17/16	SHELF UNIT
38530	11738	DESERT GLEN ST	03/17/16	4 COUCHES PER TONISHA 760-508-8214
39519	11743	GALEWOOD CT	03/17/16	3 MATTRESSES,2 BIKES ISA COLEMAN 760-991-6142
30575	11756	PORTOLA CT	03/17/16	2 MATTRESSES, 2 BOX SPRING TANJA LONG 424-367-8608
49251	11982	SPRING HILL CT	03/17/16	2 CAR SEATS PER JUAN 760-530-2835
35476	15447	FREMONT DR	03/17/16	COUCH, 3 BUNDLES OF WOOD, PIECE TO A GARAGE DOOR PER SEAN 760-523-1312
53343	15601	KEARNY DR	03/17/16	DRESSER, TABLE, HEADBOARD P/CHERYL 909-586-2085
45398	15841	DESERT PASS ST	03/17/16	2 CANOPIES, BABY SWING, 2 TIRES(NO RIMS) PER CARMEN- 760-523-6905
45092	15858	DESERT PASS ST	03/17/16	VACUUM REYNA RODRIGUEZ 760-530-9063
34158	18830	BIRCH CT	03/17/16	5 MATTRESSES PER MARTIN SALDANO 760-246-5179
31476	11985	CHAMBERLAINE WAY A-B	03/18/16	2 COUCHES
30093	17820	MONO CT	03/18/16	2 ROLLS OF CARPET, BUNDLES OF BRANCHES, TIRE
29237	10799	FLORAL ST	03/21/16	COUCH, TABLE
29224	10800	EUCLID ST	03/21/16	FUTON, CHAIR, CARPET MARY ABRAM 760-561-2970
63290	11129	RIO SECO CT	03/21/16	BUNDLES OF CARDBOARD
28340	11332	BEGONIA RD	03/21/16	3 COUCHES,2 RECLINERS,3 CHAIRS, TABLE. P/JOVITA-760-442-0314
51233	11748	TAYLOR ST	03/21/16	2 COUCHES, MATTRESS, TABLE, ENTERTAINMENT CENTER MARIA 760-261-8889
44883	11768	NEHMANS WAY	03/21/16	MATTRESS, COUCH, OTTOMAN
49193	11882	STAR ST	03/21/16	2 MATTRESSES, BOX SPRING, 2 CABINETS MARIA GOMEZ 760-885-5882
33057	14231	BAY CT	03/21/16	ROCKING CHAIR,2 HUTCHES, NIGHT STAND, MICHAEL 760-885-4296
46428	14235	SAVANNA ST	03/21/16	TABLE TOP, BUNDLE OF CLOSET DOORS. SHEILA THREET 760-912-5199
45208	14249	CAROLINE ST	03/21/16	HIGH CHAIR, 2 BIKES, KIDS 4-WHEELER. MONICA 909-682-9627
36832	14263	PALM CT	03/21/16	MATTRESS, BOX SPRING, WOODEN CABINET ELENA 760-508-7167
43548	14362	SAVANNA ST	03/21/16	MATTRESS, POOL LINER, POOL COVER, WOODEN SPEAKER BOX, LADDER
42951	14403	CAROLINE ST	03/21/16	2 COUCHES, MATTRESS, AND BOX SPRING PER LUS 562-565-4304

City Of Adelanto Bulky Pick-ups
March 2016

40270	15142	BRAXTON ST	03/21/16	3 MATTRESS, TABLE
52275	11096	MCKINLEY AVE	03/22/16	LAWN MOWER, COUCH, PALM FRONDS
29143	11119	DESERT ROSE DR	03/22/16	DESK PER MANUEL 760-628-7625
31178	11223	VILLA ST	03/22/16	MATTRESS, ROLL OF CARPET, DESKTOP, DRESSER, PIECE OF WOOD. ALEJANDRO HERNANDEZ 760-980-6941
29163	11229	DESERT ROSE DR	03/22/16	BOX SPRING
42392	11360	CHANTALE CT	03/22/16	3 MATTRESSES, COUNTERTOP ROSALIA RIOS 760-810-9078
41119	14392	JEREMIAH ST	03/22/16	3 MATTRESS, 3 BOX SPRING, BUNDLE OF WOOD, 2 HEADBOARD, 2 FOOTBOARDS, BUNDLE OF BEDRAILS PER ALEX 323-809-9863
37717	14523	HANDSDALE ST	03/22/16	MATTRESS, BOX SPRING, HEADBOARD, FOOTBOARD, BED FRAME *FRANCISCO RAMIREZ 760-508-7657
32031	14561	SAGE LN	03/22/16	TOILET IN BOX, RUG BUNDLED, CARDBOARD TRASH CAN LEXIE 760-686-9674
28123	14625	ALAN ST	03/22/16	BOX SPRING, HEADBOARD, MIRROR, LOVESEAT, SHELF TERESA 760-508-0704
28132	14682	ALAN ST	03/22/16	COUCH, TABLE
30334	19026	PANTHER AVE	03/22/16	FISH TANK FOR LUCILLE CALTABIANO 760-881-2960
33974	10567	PLAINFIELD ST	03/23/16	ENTERTAINMENT CENTER, KIDS BOOSTER SEAT PER JOSE 760-801-1134
50371	11007	STAR ST	03/23/16	4 DOORS AND UMBRELLA PER JACKIE 760-792-7967
54359	11162	SHANANDOAH ST	03/23/16	MATTRESS PER JEANIE 760-246-2300
30891	11437	STAR ST	03/23/16	MATTRESS, BOX SPRING, HEADBOARD PER IRA 760-523-1877
31814	14828	DAISY RD	03/23/16	MATTRESS, 2 BOX SPRINGS GLORIA 626-941-8177
28943	14833	DAISY RD	03/23/16	2 COUCHES BERNDETTE 760-780-3836
44854	14939	CHRISTOPHER ST	03/23/16	2 COUCHES, DRESSER. SIDE TABLE PER ZALDA 760-523-1516
33995	14944	BINFORD AVE	03/23/16	5 PIECE SECTIONAL COUH, 3 MATTRESSES, BED FRAME H LETICIA 818-581-1835
34580	15041	CRAWFORD AVE	03/23/16	2 MATTRESSES, ARTIFICIAL TREE
30614	15072	RADFORD AVE	03/23/16	COUCH, STACK OF CHAIRS, 5 MATTRESSES, ENTERTAINMENT CENTER , DRESSER, HEADBOARD, FOOTBOARD, 2 BED FRAMES PER JOSE 760-486-5752
40399	15136	ARCADIAN ST	03/23/16	5 MATTRESSES RHONDA 760-523-1492
45366	15142	RAINIER ST	03/23/16	2 TIRES
54776	11659	DESERT CROSSING ST	03/24/16	MATTRESS, CHAIR, WATER DISPENSER, AND TABLE PER CARLOS 760-900-8812
43486	15359	ROSS DR	03/24/16	COUCH, LAMP STAND KEON WALKER 760-951-8227
46430	15764	OX HILL CT	03/24/16	4 DRESSERS, HEADBOARD, 4 PCS OF BED FRAME, MATTRESS KINDERYA BAILEY 213-453-4320
52897	18862	KOALA RD	03/24/16	COUCH, MATTRESS. 3 CHAIRS- P/JOY -760-403-3192
29084	19026	DENNIS ST	03/24/16	COUCH, TABLE, DRESSER, BED FRAME PER MICHAEL 562-484-4460
28619	17780	CARSON CIR	03/25/16	2 BOX SPRINGS, MATTRESS PER TINA 760-265-7763
29628	17823	JUNIPER ST	03/25/16	MATTRESS PER BRENDA 714-249-8802
30096	17837	MONO CT	03/25/16	WATER HEATER P/TERESA - 213-507-7425
30933	17881	STEVENS ST	03/25/16	2 MATTRESSES, BOX SPRING, RECLINER ESMERALDA ROJAS 760-867-9608
31080	17980	VERBENA RD	03/25/16	2 COUCHES, 2 DRESSERS, DOLL HOUSE PER ALANA 760-867-5164
44367	18051	VERBENA RD	03/25/16	MATTRESS, PLASTIC STORAGE BIN, MINNIE MOUSE TOY CAR, BBQ, CHAIR *GRECHEL 951-254-8472

City Of Adelanto Bulky Pick-ups
March 2016

28425	18907	BELLFLOWER ST	03/25/16	2 MATTRESSES, 2 BOX SPRINGS LOUISE 760-646-0810
28426	18927	BELLFLOWER ST	03/25/16	2 BOX SPRINGS, MATTRESS, 2 TABLES LOUISE 760-646-0810
29233	10779	FLORAL ST	03/28/16	BUNDLE OF WOOD, 2 DOORS PER JOY 760-234-5763
28488	11324	BRISTOL CT	03/28/16	COUCH. SUSAN KADERA 760-246-8192
28077	11350	ADDISON ST	03/28/16	3 CHAIRS, CABINET, DOORS PER JAIME 818-221-7883
39246	11757	WOLCOTT ST	03/28/16	2 COUCHES, TABLE, MATTRESS, TIRE. SABINA 760-617-9815
54314	11766	TAYLOR ST	03/28/16	MATTRESS, BOX SPRING, DESK, 2 SHELVES, 4 TIRES PER DANNY 760-475-3339
45564	11805	NEHMANS WAY	03/28/16	2 MATTRESSES PER CARRIE ANN 702-490-1381
45508	14246	CAROLINE ST	03/28/16	DRESSER, BOOKSHELF, STAND GEANA ODERMATT 760-490-4323
54339	14339	SIERRA GRANDE ST	03/28/16	COUCH (3 PIECES) PER MIGUEL 760-987-1027
43079	14366	GRETA CT	03/28/16	DOG HOUSE, ROLL FENCING, FENCE POSTS, DOG CRATE, TRASH CAN, BUNDLE OF WOOD, WEIGHT BENCH. P/LAKEESHA 2175797
28762	14451	COLUMBIA CT	03/28/16	MATTRESS, BOX SPRING, HEADBOARD, FOOTBOARD, BED FRAME NADINE 760-694-2082
32110	14459	COLUMBIA CT	03/28/16	MATTRESS, BOX SPRING
29412	14475	HARVARD CT	03/28/16	2 BOX SPRINGS, FOOSBALL TABLE, TV SHELL, BARREL PER MONICA 760-508-3327
35526	14537	DELICIOUS ST	03/28/16	KIDS PLAYHOUSE, PING PONG TABLE ANGEL- 760-486-8005
28109	14582	AGAVE WAY	03/28/16	2 MATTRESSES PER LOVLIA LANE 760-261-3662
37567	15228	STONE ST	03/28/16	BBQ, TABLE, COAT RACK MELISSA 760-646-4044
29399	14784	HARRISON DR	03/29/16	WATER SOFTENER, AND 2 SHOWER DOORS BRITTANY 760-927-4044
34112	10636	PLAINFIELD ST	03/30/16	2 MATTRESSES, DRESSER. LUCILLA GARCIA 760-596-5900
30535	10738	PLAINFIELD ST	03/30/16	2 COUCHES WILLIAM WINDBURN 909-957-0691
40986	11159	ALEXANDRIA ST	03/30/16	2 MATTRESSES, COUCH, TABLE P/PAIGE- 760-810-3621
30886	11410	STAR ST	03/30/16	MATTRESS, 2 BOX SPRINGS, NIGHT STAND, DRESSER RONALD LOCKE 760-442-8663
39193	11849	BROAD OAK CT	03/30/16	WORK BENCH, CHAIR, TV STAND PER YSENIA 760-662-0509
34061	14997	CRAWFORD AVE	03/30/16	2 BOOK SHELVES
42114	11744	BALBOA CT	03/31/16	4 PIECES OF WOOD, CHRISTMAS TREE, 2 MATTRESSES P/NEISHA- 760-530-7227
38833	11796	JUSTINE WAY	03/31/16	4 CHAIRS, TOILET, WATER FOUNTAIN, VACUUM, TABLE BASE P/MARTHA- 760-927-2185
35609	15434	KEARNY DR	03/31/16	SPEAKER, BOX SPRING P/CHARLOTTE 760-766-5094
35229	15435	LASSEN DR	03/31/16	DRESSER, BED FRAME, TIRE ALLESANDRA 760-881-6038
43534	15762	DESERT PASS ST	03/31/16	3 COUCHES, 1 BOX SPRING 2 BEDS PER SENOR GOMEZ 276-927-0001
29611	19039	JOSHUA ST	03/31/16	2 COUCHES, BIKE SOFIA 760-246-8724

CALL LOGS

City of Adelanto Complaints March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES

NONE TO REPORT

City of Adelanto Compliments March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
		NONE TO REPORT		

City of Adelanto Misses March 2016

CUST ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES
29375	14785	HAMILTON CT	03/09/16	SERVICE 60 RECYCLE - NOT SERVICED YESTERDAY
28263	11552	AUTUMN ST	03/11/16	SERVICE 60 GREEN
30241	11477	PALISADES CT	03/15/16	SERVICE 60 BLUE
30480	10809	PEPPER ST	03/15/16	SERVICE 60 TRASH. ONLY 1 TRASH BARREL WAS SERVICED. CUSTOMER UPSET
60739	10968	WILSON AVE	03/16/16	SERVICE 60 RECYCLE. NO SERVICE ON MONDAY. CUSTOMER UPSET
49256	14250	NICOLES WAY	03/22/16	SERVICE TRASH BARRELS SAYS WAS MISSED YESTERDAY
40912	14337	JEREMIAH ST	03/23/16	SERVICE 60 BLUE
28119	14612	ALAN ST	03/23/16	SERVICE 60 BLUE. P/ALMA WAS NOT SERVICE ON TUESDAY. NO REMARKS.
51534	11191	SOFIA WAY	03/24/16	SERVICE 60 GREEN WASTE - SAID MISSED ON WEDNESDAY P/LOUIS 760-403-3457
29176	10732	DOVE CT	03/24/16	SERVICE 60 RECYCLE PER CARLITA 760-508-3374 NOT SERVICED YESTERDAY
54706	14587	DELICIOUS ST	03/29/16	SERVICE 60 GREEN BBL P/ MARTIN. NO REMARKS

SHARPS CONTAINER ACTIVITY

City of Adelanto Sharps March 2016

COLLECTED	DELIVERED
6	6

USED OIL PROGRAM

City of Adelanto Oil Program
March 2016

WO ID	STR #	SERVICE ADDRESS	DATE	SERVICE NOTES

NONE TO REPORT

CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Penny Rose, Accounting Supervisor

SUBJECT: EMPLOYEMENT CONTRACT – DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

STAFF RECOMMENDATION:

That City Council approve the employment contract with Wilson F. So, for the new position of Director of Public Services/City Engineer as attached.

BACKGROUND:

The City of Adelanto is in need of a Director of Public Services/City Engineer, and Wilson F. So is a licensed civil engineer in the State of California, with additional skills and experience in the High Desert area, and prior City of Adelanto experience, that make him a qualified candidate to fit the City's needs.

His service to the City will be on a part-time, year-to-year basis, of which he has already advanced his services as of 4-1-16 without the benefit of a contract and as a period to assess the City's actual scope of service necessary. He will be paid in accordance to the employment contract and the Schedule A attached thereto.

FISCAL IMPACT:

With the prior reduction in force of a full-time Public Works Director and the addition of the new Director of Public Services/City Engineer, no increase in the FY2-15-16 budget will be seen.

ATTACHMENTS:

Employment Contract – Wilson F. So
Schedule A

EMPLOYMENT AGREEMENT FOR DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

This employment agreement ("Agreement") is made by and between the CITY OF ADELANTO, a municipal corporation, created and existing under and pursuant to the laws of the State of California ("City") and WILSON SO ("So") and is made with reference to the following facts:

RECITALS

A. City is in need of someone who is qualified to act in the capacity of Director of Public Services/City Engineer; and
B. So is qualified and willing to act in that capacity.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. So shall be hired as a Contracted Employee by the City to serve as Director of Public Services/City Engineer for a term commencing on the Effective Date (defined below) and extending until terminated as set forth below. Other than the compensation contained in Paragraph 3 below, So is not entitled to any other benefits or compensation.
2. During the term of this Agreement, So shall perform duties as set forth in Schedule A.
3. So shall receive a salary bi-weekly at the equivalent specified in Schedule A. All salary payments shall be subject to regular payroll deductions required by the law. Except as otherwise provided for in this Agreement and Schedule A attachment, So shall not be entitled to any other financial benefits received by other City employees.
4. Confidentiality: So acknowledges that during the engagement he will have access to and become acquainted with various documents, personnel records, trade secrets, processes, information, records and specifications owned or licensed by the City and/or used by the City in connection with the operation of its municipal concern including, without limitation, the City's business and product processes, methods, lists, financials, accounts and procedures. So agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the City. All files, records, documents, data, financials, specifications, information, letters, notes, lists, notebooks, and similar items relating to the business and going concern of the City, whether prepared by So, or otherwise coming into his possession, shall remain the exclusive property of the City. So shall not retain any copies of the foregoing without the City's prior written permission. Upon the expiration or earlier termination of the Agreement, or whenever requested by the City, So shall immediately deliver to the City all such files, records, documents, specifications, information, and other items in his possession or under his control. So further agrees that he will at all times preserve the confidential nature of his relationship to the City and of the services hereunder.
5. Either City or So may, with or without cause, at any time, suspend, terminate, or abandon this Agreement, or any portion hereof, by service upon the other party at least fourteen (14) days prior written or verbal notice. City may immediately suspend, terminate or abandon this Agreement, or

any portion hereof, without any prior notice to So, for cause, by immediately serving So with written or verbal notice.

6. Whenever it shall be necessary for either party to serve written notice on the other regarding this Agreement, such notice shall be served personally or by certified mail, postage prepaid, return receipt requested, unless and until different addresses may be furnished in writing by either party to the other, addressed to:

Wilson F. So, PE

19744 Seneca Road

Apple Valley, CA 92307

City of Adelanto

Attention: City Manager

11600 Air Expressway

Adelanto, CA 92301

7. This Agreement contains the entire understanding between City and So. Any prior agreements, in regards or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by all parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.
8. The City shall indemnify, defend, and hold So harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law of ordinance, or other cause in connection with the acts or omissions of Gorth, or on account of the performance or character of this work, in accordance with the laws requiring cities to do so for City employees.
9. Waiver by any party hereto of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.
10. So shall, at all times during the term of this Agreement, have in full force and affect all licenses required by law.
11. This agreement is not transferrable or assignable.
12. This Agreement shall be interpreted and construed according to the laws of the State of California, In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino.
13. This agreement may be executed in two or more counterparts, including typewritten, photographic or facsimile copies, each of which shall be deemed to be an original agreement and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have entered into this agreement on the date set forth opposite their respective signatures. The Effective Date for purposes of this Agreement is the latter of the two dates below.

DATED:_____, 2016

_____

Wilson F. So

DATED:_____,2016

By_____

Cynthia M. Herrera, MMC City Manager/City Clerk

City of Adelanto

APPROVED AS TO FORM

DATED:_____,2016

BY:_____

Curtis R. Wright, City Attorney

April 21, 2016

SCHEDULE A

A. DUTIES OF DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

(1) For the water operations, the Director will work closely with PERC WATER to assist them on technical matters and request information from them as required for the State Water Resources Control Board (SWRCB) Division of Water, and also the Mojave Water Agency.

(2) For the wastewater operations, the Director will work closely with PERC WATER to assist them on technical matters and to ensure that quarterly and yearly reports are timely submitted to the Regional Water Quality Control Board. The Director will represent the City to resolve regulatory/technical issues as forwarded from these agencies.

(3) City Engineer will attend development review meetings for new developments proposed within the City and work with City Planner to provide technical inputs. The City Engineer will occasionally attend the Planning Commission meetings on an as-needed basis.

(4) City Engineer will coordinate and meet with SANBAG representative to review road funding issues and highway projects affecting the City.

(5) City Engineer and his Assistant-engineer will conduct plan reviews (submitted by outside engineers) when available staff-time permits as majority of these plans would be reviewed by outside firms engaged by the City, but subject to final review/approval by City Engineer.

(6) City Engineer and his Assistant-engineer will prepare bid-documents on public works projects and receive/open bids at City Hall. City Engineer and his Assistant-engineer may handle small project designs when available staff-time permits.

(7) City Engineer will attend semi-monthly staff and other coordination meetings and City Council meetings unless due to schedule conflicts.

B. TERM OF SERVICE

(1) This engineering-employment is on a part-time basis and will officially begin on April 1st 2016. Director/City Engineer will use a portion of the initial 5 weeks of credit (from February 23, 2016) to off-set 2 personal leaves in April and May of 2016.

(2) It is anticipated that this service may be extended by City Council on a year-to-year basis for couple years until such time the City develops a need and has funding for a full-time City Engineer. However, this part-time employment service can be mutually terminated by the City Council and the contracted Director/City Engineer in the best interest of the City.

(3) Since duties are entirely serving as in-house Director of Public Services/City Engineer, City will include contracted employee under its insurance coverage for general liability and professional liability. Director/City Engineer will exercise high professional standard and integrity in carrying out his duties as City staff.

C. COMPENSATION

(1) Contracted Director/City Engineer maintains his own health insurance (Medicare Part B) and does not require participation in City's retirement system. Therefore, Director/City Engineer will receive from the City an equivalent of $6,850 per month

(2) Director/City Engineer will maintain his own vehicle to and from work at the City. If required to travel on behalf of the City, such costs will be reimbursed under the Article "Expenses".

CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Grace Mercado, Accounting Technician

SUBJECT: CONSENT CALENDAR/WARRANT DEMAND SCHEDULE 15/16-10-02

STAFF RECOMMENDATION:

Staff requests Council consider approving Warrant Demand Schedule 15/16-10-02 as presented by the Finance Department.

COUNCIL ACTION REQUESTED:

1. City of Adelanto Warrant Demand Schedule Warrants 133861 through 133943 in the total amount of $1,189,588.92.

2. City of Adelanto Warrant Demand Schedule Warrants, Electronic Fund Transfer 130 through 130 in the total amount of $82.63.

3. Adelanto Public Authority Warrant Demand Schedule Warrants 3567 through 3567 in the total amount of $1,000.00. Check No. 3567 voided.

City of Adelanto

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
04000013-01 - CITY OF ADELANTO GENERAL CHKG									
Check									
133861	04/07/2016	Open			Utility Management Refund	16668 ADELANTO LLC	$99.56		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	RESIDENTIAL		40018714-001		04/07/2016	REFUND ADJUSTMENT			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$99.56			
133862	04/11/2016	Open			Accounts Payable	FIREMAN'S ROCK AND NURSERY	$374.00		
	Invoice		Date	Description		Amount			
	011933		03/21/2016	CHRISTIAN GOLD ROCK		$324.00			
	011933-2		03/01/2016	DELIVERY FEES		$50.00			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		$374.00			
133863	04/11/2016	Open			Accounts Payable	WATKINS, ADAM	$1,000.00		
	Invoice		Date	Description		Amount			
	04112016		04/11/2016	A. WATKINS/EMERGENCY LOAN		$1,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$1,000.00			
133864	04/12/2016	Open			Accounts Payable	SAN BERNARDINO COUNTY COMMUNITY DEVELOP. & HOUSING	$2,458.95		
	Invoice		Date	Description		Amount			
	04122016		04/12/2016	Refund - Funds intended for County Library CDBG		$2,458.95			
	Paying Fund			Cash Account		Amount			
	223 - Community Devlp Block Grant_CDBG			223-11001 (Cash in Bank - DCB General Checking)		$2,458.95			
133865	04/12/2016	Open			Utility Management Refund	CHOI, MYUNG	$17.36		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$17.36			
133866	04/12/2016	Open			Utility Management Refund	CHONG, LY, C	$93.31		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$93.31			
133867	04/12/2016	Open			Utility Management Refund	DR HORTON	$98.37		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$40.38			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$57.99			
133868	04/12/2016	Open			Utility Management Refund	GALURA, DONNA	$8.54		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$8.54			

City of Adelanto

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133869	04/12/2016	Open			Utility Management Refund	TANG, HOA	$93.01		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$93.01			
133870	04/13/2016	Open			Accounts Payable	BURRTEC WASTE INDUSTRIES,INC.	$926,266.09		
	Invoice		Date	Description		Amount			
	04132016		04/12/2016	Trash Collection Owed for 11/07/2015 - 03/25/2016		$926,266.09			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$926,266.09			
133871	04/14/2016	Open			Accounts Payable	CIMARRON ESCROW	$100,887.33		
	Invoice		Date	Description		Amount			
	1-53311-KH		04/13/2016	VACANT LAND PROPERTY TAXES 4-15-16 TO 7-1-16		$100,887.33			
	Paying Fund			Cash Account		Amount			
	580 - Sucessor Agency FY2012 and on			580-11001 (Cash in Bank - DCB General Checking)		$100,887.33			
133872	04/14/2016	Open			Utility Management Refund	DAVIES, RACHEL	$242.26		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$189.90			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$52.36			
133873	04/14/2016	Open			Utility Management Refund	GONZALEZ, ERIC	$160.72		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	RESIDENTIAL		40014597-001		04/14/2016	REFUND ADJUSTMENT			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$38.60			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$122.12			
133874	04/14/2016	Open			Utility Management Refund	HERNANDEZ, JUAN	$289.62		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$106.44			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$183.18			
133875	04/14/2016	Open			Utility Management Refund	LOPEZ or JUAN MANUEL GONZALEZ, CRISTINA	$58.40		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	RESIDENTIAL		70015957-001		04/14/2016	REFUND ADJUSTMENT			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$58.40			
133876	04/14/2016	Open			Utility Management Refund	MARQUEZ, LUIS A.	$223.12		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	RESIDENTIAL		70011679-001		04/14/2016	REFUND ADJUSTMENT			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$101.00			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$122.12			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133877	04/14/2016	Open			Utility Management Refund	RUSSELL, JOY	$151.92		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$6.42			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$145.50			
133878	04/14/2016	Open			Utility Management Refund	SANCHEZ, JOANA	$189.52		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	RESIDENTIAL		30016047-001		04/14/2016	REFUND ADJUSTMENT			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$67.40			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$122.12			
133879	04/14/2016	Open			Utility Management Refund	ZECENA or KARLA ZECENADELACRUZ, SAUL	$179.92		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	RESIDENTIAL		50015549-001		04/14/2016	REFUND ADJUSTMENT			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$57.80			
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)		$122.12			
133880	04/18/2016	Open			Utility Management Refund	HARRIS, DAN	$29.64		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	RESIDENTIAL		30011934-002		04/14/2016	REFUND ADJUSTMENT			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		$29.64			
133881	04/19/2016	Open			Accounts Payable	PESTICIDE APPLICATORS PROFESSIONAL ASSOCIATION	$135.00		
	Invoice		Date	Description		Amount			
	127608-MAY		04/06/2016	VICTORVILLE PAPA SEMINAR FOR A. MONROY		$80.00			
	041816		04/12/2016	PAPA MEMBERSHIP RENEWAL FOR A. MONROY		$55.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$135.00			
133882	04/19/2016	Voided	Voided Check	04/19/2016	Accounts Payable	DUC PHAM	$1,000.00		
	Invoice		Date	Description		Amount			
	04192016		04/19/2016	DEMOLITION REFUND		$1,000.00			
	Paying Fund			Cash Account		Amount			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		$1,000.00			
133883	04/20/2016	Open			Accounts Payable	ABP International Inc.	$8,098.49		
	Invoice		Date	Description		Amount			
	150438		03/08/2016	card readers and badges		$8,098.49			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$8,098.49			
133884	04/20/2016	Open			Accounts Payable	ADELANTO WATER & SANITATION	$2,054.16		
	Invoice		Date	Description		Amount			
	20002173-001MAR		04/12/2016	MONTHLY WATER CC2-03/1-03/31/16		$28.90			
	00001500-001MAR-		04/12/2016	WATER USAGE FOR VAC TRUCK 3/1-3/31/16		$1,973.80			
	00001501-001MAR-		04/12/2016	MONTHLY WATER CHG WWTP 3/1-3/31/16		$51.46			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$28.90		
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)			$2,025.26		
133885	04/20/2016	Open			Accounts Payable	ALBERT A WEBB ASSOCIATES	$3,250.00		
	Invoice		Date	Description			Amount		
	161381		03/26/2016	3rd QTR BILLING FOR IMP AREA 1 & 2			$3,250.00		
	Paying Fund			Cash Account			Amount		
	240 - CFD			240-11001 (Cash in Bank - DCB General Checking)			$3,250.00		
133886	04/20/2016	Open			Accounts Payable	AMERICAN CAPITAL ENT, INC.	$754.86		
	Invoice		Date	Description			Amount		
	1/1/16 -1/31/16		02/23/2016	COMMISSIONS DUE FROM CHECK #042625			$325.49		
	2/1/16 - 2/29/16		03/23/2016	COMMISSIONS DUE FROM CHECK #047233			$429.37		
	Paying Fund			Cash Account			Amount		
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$754.86		
133887	04/20/2016	Open			Accounts Payable	ANDRITZ SEPERATION INC.	$45,232.62		
	Invoice		Date	Description			Amount		
	8480062869		03/28/2016	REPAIR OF THE ANDRITZ SEPARATION SYSTEM			$45,232.62		
	Paying Fund			Cash Account			Amount		
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)			$45,232.62		
133888	04/20/2016	Open			Accounts Payable	ARGUELLO, MARIA, I	$100.00		
	Invoice		Date	Description			Amount		
	32395		04/18/2016	Refund of Security Deposit			$100.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$100.00		
133889	04/20/2016	Open			Accounts Payable	AVCO DISPOSAL, INC.	$13,322.54		
	Invoice		Date	Description			Amount		
	1222763		03/31/2016	LARGE ITEM DUMPSITE			$2,663.55		
	1222758		03/31/2016	MAR 2016 TRASH AT PW YARD			$533.99		
	MAR-2016		04/04/2016	MAR 2016 SLUDGE REMOVAL			$10,125.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$3,197.54		
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)			$10,125.00		
133890	04/20/2016	Open			Accounts Payable	BLUE DIAMOND MATERIALS	$228.48		
	Invoice		Date	Description			Amount		
	674216		04/04/2016	1/2 ASPHALT USED ON CITY STREETS			$228.48		
	Paying Fund			Cash Account			Amount		
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)			$228.48		
133891	04/20/2016	Open			Accounts Payable	CALPERS-FISCAL SERVICES DIVISION-CASHIER/PAYROLL	$328.00		
	Invoice		Date	Description			Amount		
	100000014735755		04/01/2016	UNFUNDED ACCRUED LIAB 3521791811			$328.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$328.00		
133892	04/20/2016	Open			Accounts Payable	CINTAS CORP #150	$576.09		
	Invoice		Date	Description			Amount		
	150652146		04/05/2016	WEEKLY UNIFORM SERVICE FOR LLMD			$14.58		
	150652147		04/05/2016	WEEKLY UNIFORM SERVICE FOR FACILITY MAIN			$7.29		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	150652148		04/05/2016	WEEKLY UNIFORM SERVICE FOR STREETS			$7.29			
	150652149		04/05/2016	WEEKLY UNIFORM SERVICE FOR STREETS			$156.73			
	150652150		04/05/2016	WEEKLY UNIFORM SERVICE FOR V. MAIN			$20.11			
	150652151		04/05/2016	WEEKLY MAT SERVICE FOR CITY HALL			$37.98			
	150655983		04/12/2016	WEEKLY MAT SERVICE FOR CITY HALL			$37.98			
	150655978		04/12/2016	WEEKLY UNIFORM SERVICE FOR LLMD			$14.58			
	150655979		04/12/2016	WEEKLY UNIFORM SERVICE FOR FACILITY MAINT.			$7.29			
	150655980		04/12/2016	WEEKLY UNIFORM SERVICE FOR STREETS			$7.29			
	150655981		04/12/2016	WEEKLY UNIFORM SERVICE FOR STREETS			$79.71			
	150655982		04/12/2016	WEEKLY UNIFORM SERVICE FOR V-MAINT.			$23.78			
	150659795		04/19/2016	WEEKLY UNIFORM SERVICE V. MAINT.			$14.63			
	150659794		04/19/2016	WEEKLY UNIFORM SERVICE FOR STREETS			$79.71			
	150659793		04/19/2016	WEEKLY UNIFORM SERVICE FOR STREETS			$7.29			
	150659796		04/19/2016	WEEKLY MAT SERVICE FOR CITY HALL			$37.98			
	150659792		04/19/2016	WEEKLY UNIFORM SERVICE FOR FACILITY MAINT.			$7.29			
	150659791		04/19/2016	WEEKLY UNIFORM SERVICE FOR LLMD			$14.58			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$576.09			
133893	04/20/2016	Open			Accounts Payable	CITY OF VICTORVILLE		$1,660.95		
	Invoice		Date	Description			Amount			
	180109		04/07/2016	OCT-FEB SIGNAL MAINTENANCE			$1,660.95			
	Paying Fund			Cash Account			Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)			$1,660.95			
133894	04/20/2016	Open			Accounts Payable	DESERT VALLEY MEDICAL GROUP		$214.00		
	Invoice		Date	Description			Amount			
	3203/PLANNING		04/01/2016	PRE-EMPLOYMENT TEST, LOYD, MOWER, MURPHY ACCT 305835			$136.00			
	3203		04/01/2016	DOT PHY AND SPECIMEN			$78.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$214.00			
133895	04/20/2016	Open			Accounts Payable	DICKINSON JANITORIAL SUPPLIES		$701.41		
	Invoice		Date	Description			Amount			
	61333		04/12/2016	LATEX GLOVES USED ON CITY SWEEPER USED ON CITY STREETS			$172.48			
	61334		04/12/2016	TRASH BAGS & LATEX GLOVES			$528.93			
	Paying Fund			Cash Account			Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)			$701.41			
133896	04/20/2016	Open			Accounts Payable	DUC PHAM		$1,000.00		
	Invoice		Date	Description			Amount			
	04192016/REFUND		04/19/2016	DEMOLITION REFUND/17845 ADELANTO RD			$1,000.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$1,000.00			
133897	04/20/2016	Open			Accounts Payable	EXECUTIVE ELEVATOR, INC.		$143.00		
	Invoice		Date	Description			Amount			
	73701		03/17/2016	PREVENTIVE MAINT APRIL 16 SHERIFF			$143.00			
	Paying Fund			Cash Account			Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$143.00			
133898	04/20/2016	Open			Accounts Payable	FEDERAL EXPRESS		$94.62		
	Invoice		Date	Description			Amount			
	5-377-70147		04/08/2016	FEDEX FOR TINA NEZRAB & JULIA SYLA			$60.45			
	5-385-26466		04/15/2016	G. HUMBERSTONE TO S. AHUNA CHARLES ABBOTT			$34.17			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$94.62			
133899	04/20/2016	Open			Accounts Payable	FLYERS ENERGY LLC.		$1,382.56		
	Invoice		Date	Description			Amount			
	CFS1196376		03/31/2016	Vehicle Fuel			$412.60			
	CFS1196179		03/31/2016	Vehicle Fuel			$343.29			
	16-213578		02/18/2016	DIESEL FUEL FOR TRACTOR & PONY MOTOR FOR CITY STREETS			$576.19			
	CFS1196989		03/31/2016	MONTHLY FUEL FOR V. MAINT.			$50.48			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$806.37			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)			$576.19			
133900	04/20/2016	Open			Accounts Payable	GE CAPITAL		$1,512.00		
	Invoice		Date	Description			Amount			
	64604224		04/03/2016	cycle: 3/28/2016- 4/27/2016			$1,512.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$1,209.60			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$302.40			
133901	04/20/2016	Open			Accounts Payable	GLENN B. DORNING, INC.		$107.68		
	Invoice		Date	Description			Amount			
	CT81909		04/01/2016	BLADE FOR LARGE MOWER FOR TRACTOR USED ON CITY STREETS			$107.68			
	Paying Fund			Cash Account			Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)			$107.68			
133902	04/20/2016	Open			Accounts Payable	HACH COMPANY		$1,413.57		
	Invoice		Date	Description			Amount			
	9868195		04/01/2016	DPD FREE CHLORINE			$380.16			
	9880724		04/11/2016	DIGITAL CONDUCTIVITY SENSOR			$1,033.41			
	Paying Fund			Cash Account			Amount			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$380.16			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)			$1,033.41			
133903	04/20/2016	Open			Accounts Payable	HARRIS, DORIS		$156.26		
	Invoice		Date	Description			Amount			
	01354344		04/12/2016	GLOVES, GRABBERS, VEST FOR COMMUNITY CLEAN UP			$113.08			
	111854		04/12/2016	TRASH BAGS FOR COMMUNITY CLEAN UP			$43.18			
	Paying Fund			Cash Account			Amount			
	222 - State/County Grants			222-11001 (Cash in Bank - DCB General Checking)			$156.26			
133904	04/20/2016	Open			Accounts Payable	HERRERA , CYNTHIA		$114.69		
	Invoice		Date	Description			Amount			
	04/14/2016		04/14/2016	Gift cards for parade BBQ cook and helpers			$114.69			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	471 - Adelanto Community Benefit Corp.			471-11001 (Cash in Bank - DCB General Checking)		$114.69			
133905	04/20/2016	Open			Accounts Payable	HERTZ EQUIPMENT RENTAL CORPORATION	$2,108.16		
	Invoice		Date	Description		Amount			
	28570032-001		04/06/2016	STREETS-WALK BEHIND ASPHALT/CONCRETE SAW USED ON CITY STREETS		$2,108.16			
	Paying Fund			Cash Account		Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		$2,108.16			
133906	04/20/2016	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	$422.11		
	Invoice		Date	Description		Amount			
	1090412		04/07/2016	SCREWS FOR SECURITY CAMERAS AT CITY YARD		$40.91			
	2171112		04/06/2016	DOOR LOCK COMBO & KEYS FOR CITY HALL STORAGE ROOM		$76.40			
	4950040		02/24/2016	BRAKE TESTER FOR VEHICLE MAINT.		$304.80			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$422.11			
133907	04/20/2016	Open			Accounts Payable	HORIZON SOLAR POWER	$280.00		
	Invoice		Date	Description		Amount			
	2015-919		04/05/2015	Refund of cancel Permit 2015-919		$110.00			
	2015-920		04/05/2016	Refund on canceled Permit		$170.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$280.00			
133908	04/20/2016	Open			Accounts Payable	ID Wholesaler	$329.00		
	Invoice		Date	Description		Amount			
	1216981		04/07/2016	Upgrade to Asure ID Express 7 from Express FY 15-16		$329.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$329.00			
133909	04/20/2016	Open			Accounts Payable	IMPERIAL SPRINKLER SUPPLY, INC.	$480.16		
	Invoice		Date	Description		Amount			
	2545443-01		03/31/2016	TRIMMER LINE & PROELEC COMBO		$307.38			
	2567421-00		04/13/2016	VALVES, COMBO KIT & MASTER PRO KIT		$172.78			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$480.16			
133910	04/20/2016	Open			Accounts Payable	INFOSEND	$11,754.27		
	Invoice		Date	Description		Amount			
	101581		01/29/2015	STATEMENT PROCESSING FEES JAN 2016		$341.89			
	102250		02/16/2016	STATEMENT PROCESSING FEES FEB 2016		$4,779.77			
	103332		03/16/2016	STATEMENT PROCESSING FEES MAR 2016		$4,700.75			
	103617		03/31/2016	STATEMENT PROCESSING 3/23-3/31/16		$1,931.86			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		$11,754.27			
133911	04/20/2016	Open			Accounts Payable	INLAND WATER WORKS SUPPLY CO.	$5,851.49		
	Invoice		Date	Description		Amount			
	282760		04/01/2016	VALVES, RING GASKET, FITTINGS		$1,815.14			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	282762		04/01/2016	ANGEL STOPS, FITTINGS AND ADAPTER			$1,849.35			
	282926		04/08/2016	VALVE & TEST COCK			$138.24			
	282927		04/08/2016	FITTINGS, CURB & KEY			$1,425.60			
	283017		04/13/2016	8' FLG, CPLG & PIPE			$623.16			
	Paying Fund			Cash Account			Amount			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$5,851.49			
133912	04/20/2016	Open			Accounts Payable	JACKSON LEWIS, P.C.		$26.50		
	Invoice		Date	Description			Amount			
	6725351		03/31/2016	February Billing Moore, Cordero, Borja (ERMA) case			$26.50			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$26.50			
133913	04/20/2016	Open			Accounts Payable	JACOBS, P		$5,120.00		
	Invoice		Date	Description			Amount			
	12110		03/30/2016	Appraisal for APN No. 3128-221-18			$395.00			
	12104		03/14/2016	Appraisal for APN 0459-142-31-0000			$395.00			
	12112		03/30/2016	Appraisal for APN 3128-221-19-0000			$395.00			
	12111		03/30/2016	Appraisal for APN 3128-221-21-0000			$395.00			
	12115		04/11/2016	Appraisal for APN 3128-221-22-0000			$395.00			
	12109		03/28/2016	Appraisal for APN 3128-221-27-0000			$395.00			
	C106		03/07/2016	Appraisal for APN 3129-251-14			$400.00			
	C107		03/09/2016	Appraisal for APN 3129-261-27-0000			$375.00			
	12114		04/11/2016	Appraisal for APN 0459-113-20-0000			$395.00			
	12107		03/21/2016	Appraisal for APN 0459-352-12-0000			$395.00			
	12106		03/21/2016	Appraisal for APN 0459-352-10-0000			$395.00			
	12102		03/07/2016	Appraisal for APN 3129-261-66-0000			$395.00			
	12113		04/05/2016	Appraisal for APN 0459-133-25			$395.00			
	Paying Fund			Cash Account			Amount			
	580 - Sucessor Agency FY2012 and on			580-11001 (Cash in Bank - DCB General Checking)			$5,120.00			
133914	04/20/2016	Open			Accounts Payable	JOHNSON MACHINERY		$1,645.13		
	Invoice		Date	Description			Amount			
	SW030135671		04/12/2016	PM2 INSPECTION SERVICE			$1,645.13			
	Paying Fund			Cash Account			Amount			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)			$1,645.13			
133915	04/20/2016	Open			Accounts Payable	KELLY GAS		$37.76		
	Invoice		Date	Description			Amount			
	040416		04/04/2016	CREDIT ISSUED			($34.28)			
	155443		04/07/2016	PROPANE FOR ASPHALT USED ON CITY STREETS			$37.00			
	180569		04/12/2016	PROPANE FOR ASPHALT USED ON CITY STREETS			$35.04			
	Paying Fund			Cash Account			Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)			$37.76			
133916	04/20/2016	Open			Accounts Payable	MOJAVE WATER AGENCY		$267.00		
	Invoice		Date	Description			Amount			
	201312030129		12/19/2013	CALENDARS FOR 2014 300, ORIGINAL INV NOT PAID			$267.00			
	Paying Fund			Cash Account			Amount			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$267.00			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133917	04/20/2016	Open			Accounts Payable	NIXON-EGLI EQUIPMENT	$1,951.90		
	Invoice		Date	Description		Amount			
	P14305		03/14/2016	HOSE FOR SWEEPER USED CITY STREETS		$803.93			
	P14928		04/08/2016	DUCT INTAKE, SEAL & CLAMP RING FOR SWEEPER USED ON CITY STREETS		$439.44			
	P14819		04/04/2016	INTAKE FLAP, HOUSING & BEARINGS FOR SWEEPER USED ON CITY STEETS		$354.60			
	P14951		04/11/2016	CLAMP RING & HEAD SCREW FOR SWEEPER USED ON CITY STREETS		$353.93			
	Paying Fund			Cash Account		Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		$1,951.90			
133918	04/20/2016	Open			Accounts Payable	PARKHOUSE TIRE, INC.	$65.24		
	Invoice		Date	Description		Amount			
	2020076871		04/18/2016	FLAT TIRE REPAIRS		$65.24			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$65.24			
133919	04/20/2016	Open			Accounts Payable	PERC WATER CORPORATION	$2,035.00		
	Invoice		Date	Description		Amount			
	3443		01/20/2016	GRAND PRIX STAFFING JAN 15-17 2016 PER MAYOR AGREE		$2,035.00			
	Paying Fund			Cash Account		Amount			
	471 - Adelanto Community Benefit Corp.			471-11001 (Cash in Bank - DCB General Checking)		$2,035.00			
133920	04/20/2016	Open			Accounts Payable	PET SMART	$41.73		
	Invoice		Date	Description		Amount			
	T-2749		04/08/2016	Animal Food/Supplies		$41.73			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$41.73			
133921	04/20/2016	Open			Accounts Payable	PINA , BENJAMIN J.	$1,000.00		
	Invoice		Date	Description		Amount			
	04192016		04/20/2016	B. PINA/EMERGENCY LOAN		$1,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$1,000.00			
133922	04/20/2016	Open			Accounts Payable	POLYDYNE, INC.	$2,608.20		
	Invoice		Date	Description		Amount			
	1039455		04/07/2016	CLARIFLOC WE-1296 CHEMICALS		$2,608.20			
	Paying Fund			Cash Account		Amount			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		$2,608.20			
133923	04/20/2016	Open			Accounts Payable	PUBLIC EMPLOYEES RETIREMENT SYSTEM	$8,673.88		
	Invoice		Date	Description		Amount			
	PP #7-2016		04/01/2016	PP #7-2016-RETIREMENT PAYMENT		$8,673.88			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$8,322.33			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		$351.55			
133924	04/20/2016	Open			Accounts Payable	QUANTUM OFFICE PRODUCTS	$294.01		
	Invoice		Date	Description		Amount			
	102776I		04/01/2016	WATER DEPT OFFICE SUPPLIES		$168.85			
	102843I		04/04/2016	WATER DEPT OFFICE SUPPLIES		$51.73			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	102777I		04/01/2016	WATER DEPT OFFICE SUPPLIES			$73.43			
	Paying Fund			Cash Account			Amount			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$294.01			
133925	04/20/2016	Open			Accounts Payable	RANCHO MOTOR COMPANY		$67.20		
	Invoice		Date	Description			Amount			
	253583		04/06/2016	WINDOW SWITCH FOR PW VEHICLE			$67.20			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$67.20			
133926	04/20/2016	Open			Accounts Payable	SAN BERNARDINO COUNTY FIRE DEPARTMENT		$9,275.50		
	Invoice		Date	Description			Amount			
	AD416CC 4TH QTR		04/11/2016	Household Hazardous Wastes Fees - FY 2015-2016			$9,275.50			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$9,275.50			
133927	04/20/2016	Open			Accounts Payable	SHI INTERNATIONAL CORP		$405.00		
	Invoice		Date	Description			Amount			
	B04772000		03/29/2016	AXIS NETWORK CAMERA			$405.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$405.00			
133928	04/20/2016	Open			Accounts Payable	SMART & FINAL, INC.		$384.78		
	Invoice		Date	Description			Amount			
	107515		04/07/2016	Supplies for City Hall			$114.13			
	041316		04/14/2016	FOOD & SUPPLIES FOR THE XMAS PARADE BBQ			$270.65			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$384.78			
133929	04/20/2016	Open			Accounts Payable	SOLAR CITY		$840.00		
	Invoice		Date	Description			Amount			
	PERMIT REFUNDS		04/12/2016	PERMIT REFUNDS			$840.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$840.00			
133930	04/20/2016	Open			Accounts Payable	SONSRAY MACHINERY LLC.		$102.23		
	Invoice		Date	Description			Amount			
	P10647-02		04/07/2016	MIRROR FOR TRACTOR USED ON CITY STREETS			$102.23			
	Paying Fund			Cash Account			Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)			$102.23			
133931	04/20/2016	Open			Accounts Payable	SOUTHERN CALIFORNIA EDISON		$1,069.93		
	Invoice		Date	Description			Amount			
	6043/4-8-16		04/08/2016	TR 16356 LLMD 2006-12 PASO BLANCO/SUN VALLEY			$58.58			
	5028/4-9-16		04/09/2016	3-040-1131-95 11237 SENECA RD A APRIL 16			$1,011.35			
	Paying Fund			Cash Account			Amount			
	241 - LLMD Annexation Fund			241-11001 (Cash in Bank - DCB General Checking)			$58.58			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$1,011.35			
133932	04/20/2016	Open			Accounts Payable	STAPLES ADVANTAGE		$183.88		
	Invoice		Date	Description			Amount			
	3297348191		03/26/2016	FILE FOLDERS			$123.10			
	3298564687		04/02/2016	PAPER PUNCH AND DVD-100 PK			$60.78			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$123.10			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$60.78			
133933	04/20/2016	Open			Accounts Payable	STATE BOARD OF EQUALIZATION		$28.98		
	Invoice		Date	Description			Amount			
	i599454t		04/05/2016	WATER RIGHTS FEES ACCT WR STF 94-002421 7/1/15 - 6/30/16			$28.98			
	Paying Fund			Cash Account			Amount			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)			$28.98			
133934	04/20/2016	Open			Accounts Payable	THE COUNCELING TEAM INTERNATIONAL		$660.00		
	Invoice		Date	Description			Amount			
	31046		04/11/2016	EMPLOYEE SUPPORT SERVICES 3/1 TO 3/31			$660.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$660.00			
133935	04/20/2016	Open			Accounts Payable	TOWN OF APPLE VALLEY		$349.06		
	Invoice		Date	Description			Amount			
	791		04/06/2016	SHIRTS FOR ICSC RECON CONF.			$349.06			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$349.06			
133936	04/20/2016	Open			Accounts Payable	TYLER TECHNOLOGIES		$450.00		
	Invoice		Date	Description			Amount			
	049229		03/31/2016	PROFESSIONAL SERVICES 2-4-16			$450.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$450.00			
133937	04/20/2016	Open			Accounts Payable	TYPE SET GO		$263.52		
	Invoice		Date	Description			Amount			
	14057		04/06/2016	Business Cards Wilson So and Aaron Mower			$168.48			
	14047		03/28/2016	Business Cards for Council Member Woodard			$95.04			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$263.52			
133938	04/20/2016	Open			Accounts Payable	VALEW WELDING & FABRICATION, INC.		$540.00		
	Invoice		Date	Description			Amount			
	8062947		04/12/2016	V. MAINT.-REAPIR TONGUE DAMAGE TO TRAILER			$540.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$540.00			
133939	04/20/2016	Open			Accounts Payable	VALLEYWIDE NEWSPAPER		$418.00		
	Invoice		Date	Description			Amount			
	47417		03/31/2016	Publishing of Ord. 544			$44.00			
	47288		03/17/2016	NOTICE OF PUBLIC HEARING CA, CODE AMEN 16-02			$264.00			
	47542		04/14/2016	Notice of Availability / Intent to adopt			$110.00			
	Paying Fund			Cash Account			Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			$418.00			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133940	04/20/2016	Open			Accounts Payable	VCA MESA ANIMAL HOSPITAL	$145.34		
	Invoice		Date	Description		Amount			
	156188760		02/29/2016	Routine Vet Care		$45.40			
	156190824		03/09/2016	Routine Vet Care		$82.21			
	156190825		03/28/2016	Routine Vet Care		$17.73			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$145.34			
133941	04/20/2016	Open			Accounts Payable	VERIZON WIRELESS	$558.34		
	Invoice		Date	Description		Amount			
	9762003597		02/11/2016	cycle: 2/11/16 3/10/16		$236.89			
	9763647098		03/11/2016	cycle: 3/11/16 4/10/16		$321.45			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$491.34			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		$67.00			
133942	04/20/2016	Open			Accounts Payable	VULCAN	$2,403.55		
	Invoice		Date	Description		Amount			
	71092016		04/08/2016	3/8 ASPHALT USED OIN CITY STREETS		$303.09			
	71092017		04/08/2016	3/8 ASPHALT USED ON CITY STREETS		$530.28			
	71086183		03/31/2016	PG70-10 ASPHALT USED ON CITY STREETS		$222.78			
	71086184		03/31/2016	SHEET MIX ASPHALT USED ON CITY STREETS		$222.78			
	71093594		04/11/2016	ASPHALT AND EMULSION USED ON CITY STREETS		$595.81			
	71095344		04/13/2016	3/8 ASPHALT USED ON GLASPER CENTER		$225.72			
	71097991		04/15/2016	SHEET MIX USED AT GLASPER CENTER		$150.81			
	71097992		04/15/2016	SHEET MIX USED AT GLASPER CENTER		$152.28			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$528.81			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		$1,874.74			
133943	04/20/2016	Open			Accounts Payable	XMedius Solutions Inc.	$9,949.45		
	Invoice		Date	Description		Amount			
	IN00012661		03/24/2016	XMEDIUS-FAX		$9,949.45			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		$3,382.81			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		$3,283.32			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		$3,283.32			
Type Check Totals:					83 Transactions		$1,189,588.92		
04000013-01 - CITY OF ADELANTO GENERAL CHKG Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	$1,188,588.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,000.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	83	$1,189,588.92	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	0	$0.00	$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	$1,188,588.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,000.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	83	$1,189,588.92	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**82**	**$1,188,588.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$1,000.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**83**	**$1,189,588.92**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**0**	**$0.00**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**82**	**$1,188,588.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$1,000.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**83**	**$1,189,588.92**	**$0.00**

City of Adelanto

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
04000013-01 - CITY OF ADELANTO GENERAL CHKG									
EFT									
130	04/08/2016	Open			Accounts Payable	PAYPRO	$82.63		

Invoice	Date	Description	Amount
PP#7-2016/PAYPRO	04/07/2016	PAYPRO/PP #7-2016 FLEX SPENDING	$82.63

Paying Fund	Cash Account	Amount
100 - General Fund	100-11001 (Cash in Bank - DCB General Checking)	$82.63

Type EFT Totals:	1 Transactions	$82.63	
04000013-01 - CITY OF ADELANTO GENERAL CHKG Totals			

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$82.63	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	1	$82.63	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$82.63	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$82.63	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**1**	**$82.63**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**1**	**$82.63**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**1**	**$82.63**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1**	**$82.63**	**$0.00**

City of Adelanto

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
04-00110901 - ADELANTO PUBLIC UTILITY AUTH.									
Check									
3567	04/19/2016	Voided	Voided Check Date	04/20/2016	Accounts Payable	DUC PHAM	$1,000.00		
	Invoice			Description		Amount			
	04192016/apua		04/19/2016	DEMOLITION REFUND		$1,000.00			
	Paying Fund			Cash Account		Amount			
	360 - APUA_Sewer			360-11005 (Cash in Bank-APUA General Checking)		$1,000.00			
Type Check Totals:					1 Transactions		$1,000.00		

04-00110901 - ADELANTO PUBLIC UTILITY AUTH. Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,000.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$1,000.00	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	0	$0.00	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,000.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$1,000.00	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$1,000.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1**	**$1,000.00**	**$0.00**

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**0**	**$0.00**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$1,000.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**1**	**$1,000.00**	**$0.00**

PLANNING COMMISSION AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cindy Herrera, City Manager

BY: Mark de Manincor, Senior Planner

SUBJECT: PUBLIC HEARING – LOCATION AND DEVELOPMENT PLAN 15-04, CONDITIONAL USE PERMIT 15-03, GENERAL PLAN AMENDMENT 15-03, MITIGATED NEGATIVE DECLARATION 16-01 AND ASSOCIATED DEVELOPMENT AGREEMENT. THE APPLICANT CLARK PACIFIC PROPOSES TO CONSTRUCT A PRE-CAST, PRE-STRESSED CONCRETE PRODUCTS MANUFACTURING AND STORAGE FACILITY AND A REQUEST TO CONSTRUCT IN TWO PHASES DEFERRING OFFSITE STREET AND DRAINAGE CHANNEL IMPROVEMENTS FOR PHASE TWO.

STAFF RECOMMENDATION:

ADOPT Resolution 16-14 **ADOPT** findings and **APPROVE** General Plan Amendment 15-03.

AND

ADOPT Resolution 16-15 **ADOPT** findings and **APPROVE** Location and Development Plan 15-04, Conditional Use Permit 15-03 and Mitigated Negative Declaration 16-01.

AND

APPROVE for the first reading Ordinance 547.

BACKGROUND:

The Applicant Clark Pacific proposes to construct and operate a Pre-Cast, Pre-Stressed, Concrete Products Manufacturing and storage facility on 111-acres of land in the Manufacturing/Industrial Zone, located on the southwest corner of Holly Road and Koala Road in two phases.

Location and Development Plan 15-04 is for the development of the site to include eight buildings totaling 275,183 square feet. Conditional Use Permit 15-03 is for the use as an outdoor storage facility. Mitigated Negative Declaration 16-01 has found that the project will not have a significant effect on

the environment with mitigation measures proposed. General Plan Amendment 15-03 is for the realignment of Koala Road to go around the site instead of through it. And Ordinance 547 is for the Development Agreement between the City of Adelanto and Clark Pacific to allow for the phasing of the project into two phases over a ten year period. The Development Agreement also addresses credits against Development Impact Fees for certain construction costs for portions of the General Plan of Circulation Roads that the developer will be installing and Drainage Channel improvements.

Air Quality

The Mojave Desert Air Quality Management District submitted comments and recommendations in response to the project submittal that was circulated for this project which are incorporated in our conditions of Approval.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 16-14
Resolution 16-15
Ordinance 547
Initial Study/Mitigation Monitoring Report/Mitigated Negative Declaration
Planning Commission Staff Report

RESOLUTION 16-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ADELANTO, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING PLANNING COMMISSION RECOMMENDATION OF APPROVAL FOR GENERAL PLAN AMENDMENT 15-03, TO AMEND THE GENERAL PLAN CIRCULATION ELEMENT FOR THE REALIGNMENT OF KOALA ROAD BETWEEN HOLLY ROAD TO THE NORTH AND CACTUS ROAD TO THE SOUTH. (THE FIRST AMENDMENT TO THE GENERAL PLAN CIRCULATION ELEMENT FOR THE YEAR.)

WHEREAS, the applicant, Clark Pacific, has initiated the filing of General Plan Amendment 15-03 to amend the General Plan Circulation Element for the realignment of Koala Road between Holly Road to the north and Cactus Road to the south, in the City of Adelanto, County of San Bernardino; and

WHEREAS, an Initial Study was prepared to consider potential environmental impacts and a Notice of Intent to Adopt a Mitigated Negative Declaration was advertised and circulated for review and comment; and

WHEREAS, the City has complied with the California Environmental Quality Act; and

WHEREAS, the Planning Commission recommended to the City Council approval of General Plan Amendment 15-03 at their meeting of April 5, 2016; and

WHEREAS, a duly noticed public hearing was held by City Council on the 27th day of April, 2016, to hear and consider testimony for or against the issue; and

WHEREAS, the City has complied with the California Environmental Quality Act; and

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. The City Council has reviewed and considered the environmental documentation included in the staff report and accompanying materials prior to taking action on the proposed General Plan Amendment. The City Council further finds that the City Council determinations reflect the independent judgment of the City Council.

SECTION 3. The City Council hereby finds the proposed project is anticipated to have a less than significant impact on the environment with the adopted mitigated negative declaration and mitigation monitoring report for the proposed project.

SECTION 4. The City Council hereby finds and determines that:

(a) That the proposed amendment is in the public interest and that there will be a community benefit resulting from the amendment;

The new alignment of Koala Road, proposed as General Plan Amendment 15-03, will positively impact the General Plan Circulation Element for the City of Adelanto by providing an alignment which meets current safety standards. The current General Plan Circulation Element map depicts Koala Road as dissecting the property owned by Clark Pacific whereas the current proposal involves realigning Koala Road to go around the property owned by Clark Pacific thereby eliminating the dissection of their property.

(b) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan;

The proposed realignment would be consistent with the goals, policies, and objectives of the General Plan as it would improve traffic safety and facilitate north/south traffic circulation throughout the City of Adelanto.

(c) That the proposed amendment will not conflict with provisions of the Zoning Code, subdivision regulations, or any applicable specific plan; and

The proposed amendment will have no affect on the Zoning Code as all parcels affected by the re-alignment will remain at their current zoning designation.

(d) In the event that the proposed amendment is a change to the land use policy map that the amendment will not adversely affect surrounding properties.

The proposed amendment will have no affect on the Zoning Code as all parcels affected by the re-alignment will remain at their current zoning designation.

SECTION 5. The proposed General Plan Amendment would constitute the first amendment to the General Plan Circulation Element in 2016. Pursuant to State law, any element of the General Plan may be amended a maximum of four times per year.

NOW,THEREFORE, BE IT RESOLVED that the City Council of the City of Adelanto approves General Plan Amendment 15-03, an amendment to the General Plan Circulation Element for the realignment of Koala Road between Holly Road to the north and Cactus Road to the south.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Adelanto held on the 27th day of April, 2016.

_____
Rich Kerr, Mayor

_____
Cindy Herrera, City Clerk, MMC

I, CINDY M. HERRERA, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. 16-14 was duly and regularly adopted at a regular meeting of the City Council of the City of Adelanto on this 27th day of April, 2016 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I hereto set my hand affix the official seal of the City of Adelanto, on the 27th day of April, 2016.

_____

Cindy M. Herrera, City Clerk, MMC

RESOLUTION NO. 16-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA, MAKING FINDINGS, APPROVING PLANNING COMMISSION RECOMMENDATION OF APPROVAL FOR LOCATION AND DEVELOPMENT PLAN 15-04, CONDITIONAL USE PERMIT 15-03 AND MITIGATED NEGATIVE DECLARATION 16-01 TO CONSTRUCT AND OPERATE A PRE-CAST AND PRE-STRESSED CONCRETE PRODUCTS MANUFACTURING AND STORAGE FALICITY ON 111-ACRES OF LAND, LOCATED ON THE SOUTHWEST CORNER OF HOLLY ROAD AND KOALA ROAD, WITHIN THE CITY OF ADELANTO.

WHEREAS, the applicant, Clark Pacific, requests to construct and operate a pre-cast and pre-stressed concrete products manufacturing and storage facility on 111- acres of land located on the southwest corner of Holly Road and Koala Road, within the City of Adelanto, County of San Bernardino; and

WHEREAS, the applicant, Clark Pacific, has consented to all conditions of approval; and

WHEREAS the Planning Commission recommended to the City Council approval of Location and Development Plan 15-04, Conditional Use Permit 15-03 and Mitigated Negative Declaration 16-01 at their meeting of April 5, 2016; and

WHEREAS, a duly noticed public hearing was held by the City Council on the proposed project on April 27, 2016 to hear and consider testimony for or against the proposed project; and

WHEREAS, the City of Adelanto, as lead agency, prepared and Initial Study that demonstrated that the project will have a less than significant effect on the environment with proposed mitigation measures and Mitigated Negative Declaration 16-01 is proposed for adoption; and

WHEREAS, the environmental determination reflects the independent judgment of the City Council of the City of Adelanto and is deemed adequate for purposes of making decisions in the merits of the Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. The City Council has reviewed and considered the information included in the staff reports prior to taking action on Location and Development Plan 15-04 and Conditional Use Permit 15-03. The City Council further finds and determines that the City has complied with the California Environmental Quality Act and the City Council determinations reflect the independent judgment of the City Council.

SECTION 3. The City Council hereby finds the proposed project is covered within the scope of Mitigated Negative Declaration 16-01 in accordance with the California Environmental Quality Act.

SECTION 4. The City Council hereby finds and determines that:

LOCATION AND DEVELOPMENT PLAN 15-04:

(a) That the proposed Location and Development Plan is consistent with the General Plan;

The project site is designated MI (Manufacturing/Industrial), which is consistent with Appendix A of Title 17 of the Zoning Code which allows Manufacturing Facilities in the MI zone with approval of a LDP.

(b) That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;

Surrounding properties to the south and east are vacant and the properties to the north and west are developed industrial, so the project will not adversely affect surrounding properties.

(c) That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;

The overall site is approximately 111-acres in size, which exceeds the minimum 20,000 square feet required in this zoning district and has sufficient width and depth to meet all required setbacks.

(d) That the proposed use complies with all applicable development standards of the zoning district.

The proposed project has been designed and conditioned to meet all applicable City zoning and development standards.

(e) That the proposed use observes the spirit and intent of this Zoning Code.

The proposed project meets the requirements of the Zoning Code. However, to ensure all Code requirements are met, a condition of approval has been added reflecting these requirements.

CONDITIONAL USE PERMIT 15-03:

(f) That the proposed Conditional Use Permit is consistent with the General Plan;

The project site is designated MI (Manufacturing/Industrial), which is consistent with Appendix A of Title 17 of the Zoning Code which allows outdoor storage facilities in the MI zone with approval of a CUP.

(g) That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;

Surrounding properties to the south and east are vacant and the properties to the north and west are developed industrial, so the project will not adversely affect surrounding properties.

(h) That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;

The overall site is approximately 111-acres in size, which exceeds the minimum 20,000 square feet required in this zoning district and has sufficient width and depth to meet all required setbacks.

(i) That the proposed use complies with all applicable development standards of the zoning district; and

The proposed project has been designed and conditioned to meet all applicable City zoning and development standards.

(j) That the proposed use observes the spirit and intent of this Zoning Code.

The proposed project meets the requirements of the Zoning Code. However, to ensure all Code requirements are met, a condition of approval has been added reflecting these requirements.

SECTION 5. The City Council hereby approves Location and Development Plan 15-04 and Conditional Use Permit 15-03 subject to the following conditions of approval, attached as Attachment A and incorporated herein.

ATTACHMENTS

1. Conditions of Approval

PASSED, APPROVED AND ADOPTED by the City Council this 27th day of April 2016.

_____
Rich Kerr, Mayor

ATTEST:

_____
Cindy Herrera, City Clerk, MMC

I, Cindy Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. 16-15 was duly and regularly adopted at a regular meeting of the City Council of the City of Adelanto on the 27th day of April, 2016, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 27th day of April, 2016.

_____

Cindy Herrera, MMC
City Clerk

SEAL

Attachment A
RESOLUTION 16-15
April 27, 2016

Conditions of Approval
Location and Development Plan 15-04, Conditional Use Permit 15-03 and General Plan Amendment 15-03

PROJECT: A proposal to construct a Pre-Cast and Pre-Stressed Concrete Products Manufacturing facility on a 111-acre property located within the MI (Manufacturing/Industrial) Zone. The project site is located on the southwest corner of Koala Road and Holly Road within the City of Adelanto, County of San Bernardino. Assessor's Parcel Number's 3129-541-01, 3129-551-01, 02, 03.

Applicant: Clark Pacific, Attn; Tom McGuire, 1980 South River Road, West Sacramento, CA 95691

PLANNING DEPARTMENT

General Conditions:

1. **Approval Period. Approval of this project will become valid only after a signed copy of the City's approval letter is received by the Planning Department acknowledging acceptance of all conditions of approval. If not received within 10 working days after approval action, this approval will be null and void.**

   This approval shall be used within two (2) years of the approval date of this project; by **April 27, 2018**, otherwise, it shall become null and void and of no effect whatsoever. Use means the beginning of the substantial construction under this approval within the two (2) year period which is thereafter diligently pursued to completion and in the event the use hereby permitted ceases operation for a period of one (1) year or more, this approval shall become null and void.

2. **Modification to Plans.** Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the City's Development Code.

3. **Phasing.** This Location and Development Plan is for concrete products manufacturing facility. Phasing is indicated on this Site Plan. The Conditions of Approval shall apply to the entire development within the 111 site as shown on the Site Plan, unless otherwise indicated.

4. **Indemnity.** The applicant shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Adelanto, its agents, officers, and employees from any

claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, its advisory agencies, appeal boards, or legislative body concerning Location and Development Plan 15-04, Conditional Use Permit 15-03 and General Plan Amendment 15-03. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

5. **Fees.** All fees and charges the City has or intends to adopt that are due at the time of utility connection or when building permit(s) is/are issued shall be paid, as required by the City.

6. **Outstanding Costs.** Any fees due to the City of Adelanto for processing this project shall be paid to the City within 30 calendar days of final action. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted by this action. No permits, site work, or other actions authorized by this entitlement shall be permitted, authorized or commenced until all outstanding fees are paid to the City.

7. **Fish and Game.** The applicant/owner shall pay a fee of $2,660.25 for the Department of Fish and Game determination. This fee shall be submitted to the Planning Division within two (2) days after the date of conditional approval. **Payments shall be made with a Check for $2,660.25 made payable to the "County of San Bernardino".** The Planning Division shall then file the Notice of Determination within five (5) days after the effective date of conditional approval. The applicant should be aware that Section 21089(b) of the Public Resources Code provides that any project approved under CEQA is not operative, vested or final until the required fee is paid. Proof of fee payment will be required prior to issuance of any permits.

8. **Architectural Design.** The proposed architectural design shall be consistent with the design standards provided in the Adelanto General Plan. Elements of the architectural design and features shall be consistent throughout the commercial center.

9. **City Codes.** The project shall comply with all disabled access requirements of the Americans with Disabilities Act and Title 24 of the State Code, and all local requirements of the City of Adelanto Municipal Code, including Title 17 (Zoning Code), especially the following MI zoning district regulations:

- Minimum Lot Size: 20,000 square feet
- Minimum Lot Width: 100 feet
- Minimum Lot Depth: 100 feet
- Minimum Front Setbacks:
  - To Building 25 feet
  - To Parking 10 feet
- Minimum Side Setback:
  - Street Side 25 feet
  - All others 10 feet
- Minimum Rear Setback: 0 feet
- Maximum Height 75 feet

10. **Maintenance Responsibility.** The maintenance of graded slopes and landscaped areas shall be the responsibility of the developer until the transfer to an approved maintenance authority**.** Grading permits shall not be issued for any areas to be graded and remain undeveloped for an extended period (e.g.: for subsequent phases of a development) until a re-vegetation plan is approved by the Planning Department, and until bonds are posted for re-vegetation, or erosion control program for wind erosion**.**

11. **Plans.** Plan submittals shall be prepared and signed by a California Licensed Architect or Engineer per State of California, Business and Professions Code. All plans shall be drawn to a standard scale.

12. **Development Restrictions.** The physical development of the industrial facility shall be reviewed and approved by the City. Any use, activity, and/or development occurring on the site without appropriate City approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or storage of construction materials shall require separate review and approval by the City.

13. **Compliance with Environmental Mitigation.** The developer shall comply with the Mitigation Measures identified in the project's initial study and Mitigation Monitoring Report.

14. **Trash Enclosures**. Trash receptacles proposed on the site shall be enclosed by a six (6) foot high solid masonry wall with solid, view-obstructing gates. A pedestrian entrance shall be provided into each trash enclosure.

15. **Approved Uses.** All new uses within the property boundaries shall be reviewed and approved by the Planning Department. Should the developer propose a more intensive use requiring additional parking spaces, additional employees, more restroom facilities, significant change from original conceptual landscaping plans, etc., the proposed use shall be presented for review by the Planning Department for compliance with the original approval. The new proposed use may be subject, but not limited to: a Modification to Location and Development Plan application, a new Location and Development Plan Application, and/or a Utility Feasibility Study application.

16. **Required Approvals**. The developer shall obtain the following clearances or approvals:

    a) Verification from the Planning Department that all pertinent conditions of approval have been met, including any administrative development plan review approvals, as mandated by the Adelanto Municipal Code.

    b) Any other required approval from an outside agency.

<u>Prior to Issuance of Grading Permits:</u>

17. **Grading Plans.** Grading plans shall be reviewed and approved by the Planning Department for compliance with the approved Development Plan prior to the issuance of a grading permit.

18. **Joshua Trees**. Prior to the commencement of grading, the applicant shall relocate all Joshua trees applicable to the Relocation Program per the requirements of the City Development Code and California Desert Native Plant Act.

19. **Proof of Mitigation**. Prior to the issuance of grading permits, the developer shall submit written proof, satisfactory to the Planning Director, that any concerns of the California Department of Fish and Wildlife, including but not limited to Mohave ground squirrel, have been mitigated in a manner acceptable to the Department of Fish and Wildlife.

20. **Signed Approval Letter**. A signed copy of the City's approval letter shall be on file with the Planning Department. If ownership of the property or the developer of the property has changed since the original approval, a new copy of the City approval letter shall be signed by the current development parties.

Prior to Issuance of Building Permits:

21. **Development Impact Fees.** The City of Adelanto has implemented development impact fees for various infrastructure and capital facilities needs generated by new development. These fees will provide for various capital facilities including, but not limited to, roads, parks, flood control and drainage, public facilities, and fire fighting facilities. This project shall be subject to all such existing and future development impact fees which are in effect at the time building permits are issued.

22. **Assessment Districts.** Prior to the issuance of building permits, this project shall annex into Assessment Districts for the maintenance of Street Lighting, public landscaping and street sweeping, and the applicant hereby agrees to waive the right to protest the formation of said districts.

23. **Building Plans**. Building plans shall be reviewed and approved the Planning Department for conformance to the Conditions of Approval and the approved Development Plan prior to issuance of a building permit.

24. **Water Quality.** The applicant shall submit to the City Engineer for approval, a Water Quality Management Plan (WQMP), including a project description and identifying Best Management Practices (BMPs) that will be used on-site to reduce pollutants into the storm drain system to the maximum extent practicable. The Water Quality Management Plan shall identify the structural and non-structural measures consistent with the City's adopted requirements.

25. **Equipment Screening.** All mechanical equipment and vents, ground or rooftop shall be screened from public view. Roof gutters and downspouts are not permitted on the exterior of the building unless integrated into the architecture of the building. In addition, all screening shall be an integral part of the building, details of which shall be provided to the Planning Department for review and approval. Any proposed change shall be reviewed and approved by the Planning Department.

26. **Signage**. Proposed signs for this development shall require a separate application approval by the Planning Department prior to installation. Furthermore, all signs proposed for this development shall be consistent with the signage for the commercial center to the south. The project shall remain in full compliance with all City sign regulations at all times.

27. **Utility Lines.** All utility lines shall be placed underground.

28. **Landscaping**. The developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Planning Department, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus, species, and container size of the plants. The cover page shall identify the total square footage of the landscaped area and note how it is to be maintained. Use of water efficient fixtures and drought tolerant plants is encouraged.

    a) All landscaping and irrigation systems shall be in compliance with Section 17.60 of the Adelanto Municipal Code. Plans will be reviewed and approved by the Planning Department.

    b) A minimum of 5% of the project site shall be landscaped, exclusive of areas within the public right-of-way. A minimum of 5% of the parking area must be landscaped, in compliance with Table 25-1 in Chapter 17.25 of the Municipal Code.

    c) The developer shall be responsible for planting landscaping in compliance with Section 17.60 of the Adelanto Municipal Code, entitled "Water Conservation/Landscaping Ordinance", including but not limited to native drought-tolerant plants and efficient irrigation systems. Species shall be in compliance with Section 17.60.80.

29. **Parking**. The project shall provide 526 parking spaces for 275,183 square feet of building area, as specified on the submitted plans. All parking spaces and access areas shall meet the City's requirements including Chapter 17.15 Design Guidelines.

30. **Design Guidelines.** The City of Adelanto has adopted standard design guidelines for all new development. These guidelines are in place and this project is subject to design review.

31. **Signed Approval Letter**. A signed copy of the City's approval letter shall be on file with the Planning Department. If ownership of the property or the developer of the property has changed since the original approval or issuance of grading permits, a new copy of the City approval letter shall be signed by the current development parties.

<u>During Construction:</u>

32. **Approved Plans.** All construction shall be per building permits issued by the Building Department and UBC Standards, and dust control shall be exercised at all times during construction.

33. **Dust Control.** The applicant shall apply water to the disturbed portions of the project site at least two times per day. On days where wind speeds are sufficient to transport fugitive dust beyond the working area boundary, the applicant shall increase watering to the point that fugitive dust no longer leaves the property (typically a moisture content of 10%), and/or the applicant shall terminate grading and loading operations.

34. **Construction Practices**. To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

a) Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and dusk on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g. interior painting) are not subject to these restrictions.

b) Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

c) Construction routes are limited to City of Adelanto designated truck routes.

d) Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, or transportation of cut or fill materials to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

e) A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such person(s) shall be provided to the City.

f) All grading equipment shall be kept in good working order per factory specifications.

35. **Construction Activity.**

a) The contractor shall provide verification that all construction equipment is in proper tune per the manufacturer's recommendation.

b) Roll off trash bins and chemical toilets for construction workers shall be required on all construction sites and temporary fencing provided around the construction sites and/or a row of temporary fencing provided at such location as to prevent any building materials from blowing off of the construction site.

c) During those periods when grading is being conducted, the contractor shall inspect the adjacent paved roadways at least two times per week, and shall sweep the street if visible dirt or dust, attributable to the project, can be seen on the roadway.

36. **Archeological Resources.** If prehistoric or historic resources over 50 years of age are encountered during land modification, then activities in the immediate area of the finds shall be halted so that an archaeologist can assess the find, determine its significance, and make recommendations for appropriate mitigation measures. A historical resources management report shall be submitted by the professional to document the monitoring, to evaluate resource significance and integrity, and if necessary, to evaluate project impacts and propose mitigation measures to mitigate potential adverse impacts. If archeological resources are encountered during grading, ground disturbance activities shall cease so a qualified archeological monitor can evaluate the resources. If discovered resources merit long-term consideration, adequate funding shall be provided to collect, curate and report their resources in accordance with standard archaeological management requirements. If the City finds that a developer encounters cultural resources and fails to notify the

Planning Department, the City will place those responsible for the destruction of historic and archaeologically significant resources on file with the County of San Bernardino and the State of California, Office of Historic Preservation.

37. **Paleontological Resources.** If paleontological resources are encountered during grading, ground disturbance activities shall cease so a qualified paleontological monitor can evaluate any paleontological resources exposed during the grading activity. If paleontological resources are encountered, adequate funding shall be provided to collect, curate and report on these resources to ensure the values inherent in the resources are adequately characterized and preserved. Collected specimens will be sent to the Earth Sciences Division of the San Bernardino County Museum.

38. **Human Remains.** If human remains are encountered on the property, then the San Bernardino County Coroner's Office MUST be contacted within 24 hours of the find, and all work halted until a clearance is given by that office and any other involved agencies. Contact the County Coroner at either 1) 15329 Bonanza Road, Unit 8, Victorville, CA 92392 or (760) 955-8535; or 2) 175 South Lena Road, San Bernardino, CA 92415-0037 or (909) 387-2978.

39. **Abandoned Wells.** Any abandoned wells on the property or similar structures that might result in groundwater contamination shall be destroyed in a manner approved by the City and San Bernardino County Environmental Health Department.

Prior to Certificate of Occupancy:

40. **Landscaping and Irrigation.** Landscaping and irrigation shall be consistent with the approved Landscape Plan for the project. The variety of tree to be provided is subject to approval of Planning and Public Works Departments and the trees are to be maintained by the property owner. The Developer shall be responsible for planting landscaping in compliance with Section 17.60 of the Adelanto Municipal Code, entitled “Water Conservation/Landscaping Ordinance”, including but not limited to native drought-tolerant plants and efficient irrigation systems. Species shall be in compliance with Section 17.60.80.

41. **Perimeter Wall.** All walls and fences shall be constructed as shown on approved wall and fence plans. To conceal onsite storage, a solid block wall or other solid fencing shall be required around the perimeter of the site.

42. **Unit Identification**. Each unit shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Fire Department.

ENGINEERING DEPARTMENT

General Recordation Conditions:

43. Prior to the city reviewing any final maps, a document consenting to the subdivision shall be signed and acknowledged by the legal owners of record for the real property being subdivided. This document shall be submitted to the City of Adelanto along with the first application for plan review for the final map, following Tentative Map Approval by the Planning Commission.

44. All final maps, including any subsequent development phasing, shall be conforming to the approved Tentative Map which was approved with the adoption of these conditions of approval and shall be based on a recent field survey which shall be submitted to the City Engineer for review and approval.

45. Final Maps shall meet all requirements of the Adelanto Municipal Code, and shall include the following:

    a. All easements within the City of Adelanto's rights of way shall be subordinated to the City of Adelanto.

    b. All easements and rights-of-way, both existing and as required to comply with the improvement requirements of these conditions of approval shall be acquired by the Developer pursuant to the subdivision map act and the Adelanto Municipal Code.

46. A noise and avigation easement on all subdivision parcels and roadways shall be granted and conveyed to the Southern California Logistics Airport as required in the City adopted Land Use Plan.

47. Approval of this project in no manner obligates the City of Adelanto to extend water service, or sewer service, or improve streets, or extend any other infrastructure to service this development.

48. Should Mello-Roos, or Community Facilities Districts, or Community Service Districts, or Assessment Districts, or other special financing districts be formed to provide for City Infrastructure or City Services, this project shall annex into the districts and pay all fees associated with annexation into the districts, and the applicant shall agree to waive the right to protest the formation of said districts.

49. Prior to the approval of any improvement plans and the commencement of any construction associated with the development, the Developer shall be responsible for obtaining all necessary dedications of rights-of-way for offsite infrastructure improvements, right-of-entry for offsite grading, and easements for ingress, egress, drainage, utilities and other legal requirements for impacts associated with the development of this project, as determined and directed by the City Engineer. If the Developer cannot acquire a property interest in property required for off-site improvements, Government Code § 66462.5 shall apply and the City retains the right to:

    a. Require the Developer to enter into an agreement to complete the improvements pursuant to Government Code § 66462 at such time as the City acquires an interest in the land that will permit the improvement to be made;

    b. Require the Developer to pay the cost of acquiring the offsite real property interests required in connection with the development.

50. The design of all public infrastructure elements shall conform to the requirements of the City General Plan and the current edition of the City's standard specifications for construction, and any alterations required and approved by the Public Works Department and engineering department staff.

51. The following plans and reports shall be prepared by a competent California licensed civil engineer prior to any site development or disturbance of the natural vegetation of the site. All required plans shall be drawn in ink at an appropriate scale on Mylar sheets, for approval by the City Engineer. Improvement plans for all of the conditioned improvements shall be submitted to the City and reviewed and approved by the City Engineer. All of the conditioned improvement plans shall be approved by the City Engineer concurrently for review.

Plans Required:

a. Street Plans - Plan/Profile at 1" = 40' (Hor), 1" = 4' (Vert), plus Title/Index and Detail Sheets.

    i. Beaver Road from the Southern Project Boundary to Holly Road.
    ii. Holly Road from Beaver Road to the Eastern Project Boundary.
    iii. Koala Road from Holly Road to the Southern Project Boundary.

b. Precise Grading Plan 1" = 30', A grading plan conforming to the requirements of the Uniform Building Code, appendix 33 1997 edition, shall be prepared and submitted to the City Engineer for approval.

c. Water - Plan/Profile at 1" = 40' (Horizontal), 1" = 4' (Vertical), plus Title/Index and Detail Sheets. Index map on Water improvements Plan shall be a min scale of 1”=100’ and clearly identify Fire Hydrant locations, valves and pipeline locations.

d. Sewer - Plan/Profile at 1" = 40' (Horizontal), 1" = 4' (Vertical), plus Title/Index and Detail Sheets. Index map on sewer improvements Plan shall be a min scale of 1”=100’ and clearly identify Manhole locations, and pipeline locations.

e. Street Striping and Signage 1” = 40’.

    i. Beaver Road from the Southern Project Boundary to Holly Road.
    ii. Holly Road from Beaver Road to the Eastern Project Boundary.
    iii. Koala Road from Holly Road to the Southern Project Boundary.

f. A Storm Water Pollution Prevention Plan shall be prepared and approved by the California State Water Quality Control Board prior to the issuance of any permits for grading. The erosion control plan must be submitted to the city for review and approval and must include an active WDID number.

g. Onsite Underground Utility Plan at 1" = 40’ showing the location of all undergrounded utilities including sewers, water, storm drain, gas, electric, telephone, and data and cable television lines. This plan shall be shown schematically based on plans prepared by utility agencies to illustrate the location of any access valves, manholes and hand holes.

Reports Required:

a. Soils Report. A preliminary soils report as prepared by a competent California licensed geotechnical engineer or civil engineer skilled in soils/foundation investigations shall be submitted for review by the Public Works Department Staff

along with the first submittal of Street Plans and/or other improvement plans for review. Within the required soils report special attention shall be directed to the rip ability of the proposed road cuts and stability of manufactured slopes. The geotechnical engineer shall determine the setback requirements to support loading without failures in the soil mass.

b. Hydrology Report. A comprehensive drainage plan to the satisfaction of the City Engineer shall be prepared by a licensed Civil Engineer and submitted to the City for approval. The project must accommodate existing drainage flows that impact the project site and impact access to the project site and mitigate offsite drainage that impacts the project. The project must mitigate the increase onsite runoff from pre-development to post-development flows.

52. At the time of first submittal of Final map, the Developer shall provide An Engineer's estimate of construction prepared by the Developer to be approved by the Public Works Department staff and pay to the City of Adelanto all applicable fees.

53. Prior to the recordation of any Final Map: improvement plans for all of the conditioned improvements shall be reviewed and approved by the City Engineer; and the City Engineer must find the Final Map to be in substantial compliance with the tentative map and the conditions of approval; and proper security bonds at prevailing wage costs of the improvements shall be posted with the City for all the conditioned and required improvements that are to be publicly dedicated; and the public landscaping and public lighting for this project shall be annexed into the City Landscaping and Lighting Districts; and a Subdivision Improvement Agreement shall be executed by the developer; and the City Council must approve the Final Map for recordation.

54. Proper Security Bonds at prevailing wage costs of the improvements shall be posted with the City for all the conditioned and required improvements that are to be publicly dedicated, including the setting of proper monumentation for the development. Prior to issuance of any permits to construct any improvements, the developer shall enter into an improvement agreement to construct the project improvements per City approved plans and post securities with the City of Adelanto to guarantee completion of construction and payment of labor and materials and one year warranty of the improvements. These securities shall be provided by the Developers and all assignees and successors to the City. The following are the required security amounts and release procedure:

a. The owner shall at all times guarantee the owner's performance of this entitlement by furnishing to the City, and maintaining, good and sufficient Security as required by the City on forms approved by City for the purposes and in the amounts as follows:

i. To assure faithful performance of this entitlement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements; and

ii. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this entitlement in the additional amount of 100% of the estimated cost of the Improvements; and

iii. To guarantee or warranty the work done pursuant to this entitlement for a period of one year following Acceptance thereof by City against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of the Improvements.

b. Release of Security. Subject to approval by the City, the Security required by this entitlement shall be released as follows:

i. Security given for faithful performance of any act, obligation, work or agreement shall be released upon Acceptance of the Improvements, subject to the provisions of subsection (b) hereof.

ii. In accordance with the requirements of Government Code Section 64999.7, the City Engineer shall allow a partial release of faithful performance Security pursuant to the following procedures. No partial release of Security for labor and materials shall be allowed.

1. Owner shall have one opportunity to engage in the process of pre-warranty partial release of performance Security as described in this subsection (b) between the start of work and completion and acceptance of all work on the Improvements. The process allowing for a partial release of performance Security shall occur only when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance Security.

2. At such time that the Owner believes that the obligation to perform the work for which the performance Security was required is complete, the Owner may notify the City Engineer in writing of the completed work and request a warranty bond walk. This notice shall include with such notification a written list of work completed. Upon receipt of the written notice, the City Engineer shall have twenty (20) business days to review and comment or approve the completion of the required work. If the City Engineer does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, he or she shall supply to the Owner a list of all remaining work to be completed.

General Grading Conditions:

55. Prior to the Issuance of a Grading Permit the following must be completed.

a. Native Vegetation Removal Permit & Joshua Tree Survey. Prior to the disturbance of any native indigenous plant life, a Joshua Tree Survey must be performed by the city Staff to determine the chances for successful relocation of existing plant life.

b. Land Disturbance Permit. Prior to disturbing the land a Land disturbance permit must be applied for and disturbance of land greater than 1 Acre. The following must be submitted along with the application for the permit:

i. Native Vegetation Removal Permit
ii. WDID (Storm Water Control Board Permit Number)

iii. Fish and Game Grading Concordance Letter.

c. Rough Grading Plan must be approved, and signed by the City Engineer prior to the issuance of the grading permit.

56. During the grading and land disturbance operations the flowing must be observed:

a. All grading for the proposed development shall be confined to the development boundary limits unless the Developer first secures letters of permission to grade across property lines from any and all affected adjacent property owners.

b. Compaction Report. Any grading and/or utility excavations and backfilling, both on and off site, shall be done under the continuous direction of a licensed geotechnical engineer who shall obtain all required permits and submit reports on progress and test results to the Public Works Department staff for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the Public Works Department staff for review and approval, which may require additional tests at the expense of the Developer.

i. All soils within street improvements must be compacted to 90% and 95% within twelve inches of surface.

c. No un-bound or re-vegetated soil shall be left exposed to wind erosion. If construction operations have not begun within a short duration then the developer shall immediately provide proper soil erosion management techniques including chemical soil binding and rev-vegetation of graded pads, or an equivalent technique approved by the public works department staff.

General Construction Conditions:

57. The City of Adelanto shall be “added insured” on all insurance policies for construction of this project. Proof of insurance shall be provided prior to start of construction.

58. Prior to commencing development, the applicant shall merge all parcels included in this development into one single lot.

59. All monuments shall be referenced or reset in accordance with the Business and Professions Code.

60. All improvements shown on the approved improvement plans, as required by the City Engineer, shall be constructed prior to occupancy of any dwelling. All infrastructure improvements required by these conditions of approval, must comply with the City’s standard infrastructure requirements and any specific requirements established in these conditions of approval. Any existing infrastructure failing to meet these requirements must be removed at the developer’s expense and to be reconstructed to meet the infrastructure requirements described in these conditions of approval and current City Standards at the time of development at the developers expense.

61. All improvements constructed in conjunction with this project shall be designed and constructed to the City standards, Department of Transportation standards, Green Book Standards, and the City Engineer Requirements that are in effect at the time of the

tentative map approval or subsequent extensions of time. All improvements shall be constructed to comply with any health and safety regulations or changes to State and Federal laws current to the time of construction as directed by the City Engineer.

62. During construction, temporary pedestrian and traffic control devices shall be constructed as deemed necessary by the City Public Works Department staff at locations where construction traffic disrupts normal traffic. Such measures and devices shall include but are not limited to: flagmen, barricades, portable electric traffic signals and street sweeping.

63. All utilities plans (i.e. Edison electrical, telephone, cable, etc.) must be approved by the City Engineer prior to installation.

    a. No utility access point, manholes, vaults, or air vents shall be located within sidewalks or pedestrian travel ways or within 12" of curb and gutters.

64. All utilities shall be installed underground to all lots per Public Utilities Commission requirements. No above Ground utility lines shall be permitted within or adjacent to this development for the utilities servicing this project. All aboveground structures shall be located inside either the City Right-of-Way or a dedicated utility easement and located outside of the pedestrian walkways.

65. Inspection. The Developer shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the businesses or residences wherein any construction work is in progress. Where traffic interference may occur during construction, The Developer shall prepare and file a traffic control plan, subject to the reasonable approval by the City Engineer.

66. Upon completion of the work the Developer shall request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been Completed in accordance with this entitlement, the Improvement Plans and City standards, then the City Engineer shall certify the Completion of the Improvements to the CITY, and the City Council shall Accept the Improvements.

67. Additional Fees required for Building permit Issuance:

    a. Prior to issuance of any permits to construct any public improvements, the Developer shall pay to the City of Adelanto all applicable fees.

    b. The Developer shall pay any applicable impact fees that may apply at the time of building permit.

    c. The Developer shall pay any outstanding assessment district fees due at the time of building permit.

    d. The Developer shall pay any sewer and water connection fees and buy-in fees outlined in the feasibility study at the time of building permit.

68. The Developer shall obtain all required right-of-way dedications needed for the required improvements prior to final approval of improvement plans, issuance of any permits, and

approval of Final Map for each phases of the development and the Developer shall construct and complete all street improvements required for the phase of the development prior to issuance of any building permits for that phase of the development, and as directed by the City Engineer.

69. Pavement transitions meeting Department of Transportation design standards shall be installed by the developer where project street improvements widen or reduce the street widths.

70. Final sections shall be approved by the City Engineer prior to construction, which shall be submitted along with the soils report & recommendations on structural sections based on R-value & TI. And shall substantially conform to the sections submitted with the first submittal of the street improvement plans.

71. Streets shall not be paved until all underground utilities are installed.

72. There shall be no intersecting street centerlines greater than or less than 90° (+/- 10°) degrees unless otherwise approved by the Public Works Department staff.

73. Pavement structural section shall be designed based on soils tests (R-Valve Tests) conducted by an acceptable soils testing laboratory and submitted by a California licensed geotechnical engineer for a Traffic Index as approved by the City Engineer.

74. All sidewalks shall have a minimum width of six feet and a minimum unobstructed width of four feet. The location of pedestrian ramps shall be determined by the Public Works Department Staff in accordance with Federal and State laws at the time of construction and shall meet current Federal, State, and Local Americans with Disabilities Act (A.D.A.) standards. Sidewalks, pedestrian ramps and sidewalk/drive approach connections shall be built to current Federal, State, and Local A.D.A. standards.

75. All curb heights and gutter widths shall be based on requirements as set forth by the Hydrology/Hydraulics Report and approved by the Public Works Department staff.

76. All covers for utility manholes, valves, and vaults shall be adjusted to final grade after final paving.

77. Street asphalt concrete pavement shall be placed in multiple lifts depending on design asphalt thickness with the final lift placed after the Repair & Replace (R&R) and Point & Patch is completed.

78. Prior to the time that lumber is deposited on site for approved construction in a specific phase, all curbs and gutters and pavement shall be completed within that phase area and compaction reports for utility trenches and street base shall be approved. Model complexes are excluded from this condition but are required to provide access and fire flow in a manner as approved by the Fire Department.

79. Sleeves for lighting and landscape purposes will be allowed in the public street right-of-way when necessary, subject to the approval of the Public Works Department staff.

80. Where proposed street improvements are proposed to pave streets with existing sewer mains or proposed sewer mains are located, sewer wyes shall be installed and laterals

shall be installed to the edge of right-of-way in front of all existing structures along the sewer mains to City Standards, as directed by the City Engineer.

81. All utility tie-ins and other work that disturbs existing public right of way improvements shall be restored per City Encroachment Permit Provisions, or as directed by the Public Works and Engineering Departments staff:

    a. Any disturbance of pavement newer than 12 months requires the entire area of the disturbed pavement and the entire width of any travel lane disturbed to be cold-planed (grinded down) a tenth of a foot (.1 feet) and resurfaced with AC, PG 70-10, as directed by Public Works/ Engineering Department staff.

    b. All disturbed sections of pavement that is older than 12 months must be trenched according to City Standards, permanently resurfaced using the minimum the existing AC plus one (1) inch of AC and six (6) inches of AB Class Type II. The resurfaced areas shall remain in place for a minimum of thirty (30) days and a maximum of forty-five (45) days. Then after that period is over, the resurfaced area and the entire width of any travel lane disturbed are to be cold-planed (grinded down) a tenth of a foot (.1 feet) and resurfaced with AC, PG 70-10, as directed by Public Works/ Engineering Department staff.

    c. Any disturbance of existing concrete work shall be considered reconstruction and must meet current A.D.A. standards. Reconstruction must consist of full concrete saw cut panels, as directed by Public Works/Engineering Department staff.

Street Improvement Conditions:

82. Prior to the issuance of any building permits, the following street dedications and improvements shall be completed as required for each phase:

    a. Offsite street dedications are as follows:

        i. Dedication for street and utility purposes to provide for a Major Boulevard half width of sixty four (64) feet for Holly Road located along the Northern boundary of this project East of Koala

        ii. Dedication for street and utility purposes to provide for a Major Street half width of sixty four (64) feet for Holly Road located along the Northern boundary of this project west of Koala

        iii. Dedication for street and utility purposes to provide for a Major Street half width of sixty four (64) feet for Beaver Road located along the Western boundary of this project

        iv. Dedication for street and utility purposes to provide for a Major Street half width of sixty four (64) feet for Koala Road located along the Eastern boundary of this project

    b. Offsite street improvements are as follows:

        i. Phase 1:

1. Major Streets shall be constructed to half-width of 6 feet of center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per “R” value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and 8 foot swale, 6 foot sidewalks, per City Standard 109 Type A (adjusting for correct widths), and 12 foot parkway. This requirement shall apply to the East half of Beaver Road located along the Western boundary of this project from the southern boundary of this project to the north half of Holly.

    a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed matching the existing improvements provided that full dedications are granted.

ii. Phase 2:

1. Major Boulevards shall be constructed to half-width of 6 feet of landscaped center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per “R” value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and 8 foot swale, 6 foot sidewalks, per City Standard 109 Type A (adjusting for correct widths), and 12 foot parkway. This requirement shall apply to the South half of Holly Road located east of Koala along the Northern boundary of this project.

    a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed matching the existing improvements provided that full dedications are granted.

2. Major Streets shall be constructed to half-width of 6 feet of center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per “R” value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and 8 foot swale, 6 foot sidewalks, per City Standard 109 Type A (adjusting for correct widths), and 12 foot parkway. This requirement shall apply to the South half of Holly Road located west of Koala along the Northern boundary of this project and to the West half of Koala Road located along the Eastern boundary of this project.

    a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed match the existing improvements provided that full dedications are granted.

83. Improvements may be subject to credits and reimbursements against development impact fees, subject to Federal and State laws, City Municipal Code, City Standards, City

Policies, and City Council approval. All Credits and re-imbursements are subject to the approval of the City Engineer and shall be consistent with the Transportation background focus study. Credits and re-imbursements shall not exceed the actual verified costs of the construction of the improvements or exceed the costs per unit identified in the background study as adopted by resolution 06-166.

Traffic Safety:

84. The Developer shall be directly and solely responsible developing a plan for the mitigation of impacts related to existing traffic levels plus project traffic prior to recordation of the final map.

    a. In order to mitigate traffic impacts of this project the developer shall perform the following:

        a) The Developer shall perform a Traffic Impact Analysis for the project in compliance with CALTRANS requirements, and submit the study for review to both CALTRANS and the City prior to approval. Once approved the developer will perform the recommended mitigations outlined in the study.

        b) The Developer shall pay the City's full Transportation Facility Development Impact Fee and any other street, traffic, or circulation fees that may be in place at the time of building permit issuance as a traffic mitigation measures for this project. If the Development Impact Fee collection is deferred from the time of building permit issuance to the time of issuance of the certificate of occupancy, the developer shall pay the Development Impact Fees that are in place at the time of occupancy.

85. Prior to the recordation of the final map, the Developer shall design and construct a street lighting system to the requirements of the American National Standard Practice for Roadway Lighting, and as directed by City of Adelanto Public Works/Engineering Department staff. This lighting system shall utilize high-pressure sodium vapor lamps.

    a. Streetlights shall be energized when installed and maintained by the developer for eighteen (18) months, after which time the developer will proceed with contacting Southern California Edison to transfer maintenance charges to the City of Adelanto.

    b. Street Light Spacing is required as follows:

Type of Street	Spacing (feet)	Lamp Size	Mounting Height
Local Streets	300' staggered to each side	9,500 HPSV of LED	26' Concrete Pole with 6' Mast Arm
Super Arterials Major Arterials Major Street Major Boulevard Major Collectors Local Collectors	150' staggered to each side	22,000 HPSV or LED	31' Concrete Pole with 6' Mast Arm

86. Street name signs and traffic control devices, including full-width striping and striping transitioning into existing paving of any streets improved by this project, shall be constructed in accordance with the approved plans and designed to the Manual on Uniform Traffic Control Devices and City Standards at the time of improvement construction as directed by the City Engineer at the time of improvement construction. Street names for this project shall be submitted to the Engineering Department for City Council approval.

    a. All signposts shall be installed with anchors when they are installed into concrete.

    b. All street name signs shall be installed on 12" cap brackets.

    c. Any sign or post removed by the developer shall be returned to the Street Department undamaged and unmolested.

    d. All street striping, onsite and offsite, shall be installed by the developer. This includes "STOP" and stop bars at all "STOP" signs, fog lines and any other traffic safety striping that may apply as directed by the Street Department.

    e. Curbs must be painted red 7.5 feet on each side of center in front of all fire hydrants.

    f. Curbs must be painted white 7.5 feet on each side of center with 3 minute max stenciled of the curb in front of all mailboxes.

    g. Each street section shall have a posted speed limit sign as directed by Public Works/Engineering Department staff.

Sewer Improvements:

87. Sewage disposal shall be consistent with the projects current Feasibility Study (city will accept studies within 2 years from the date of Recordation of final map) and the developer shall pay all fees pursuant to the current Feasibility Study at the time of building permit.

88. The applicant shall connect the project to the City sewer system and pay all associated hook-up fees in compliance with the Adelanto Public Utility Authority. The design shall conform to the City adopted sewer master plan or to requirements of City Engineer. The sanitary sewer system shall be designed and constructed to collect and convey sewage to the City's Wastewater Treatment Plant.

89. Where proposed sewer mains are proposed for installation, including along existing paved roads, sewer wyes shall be installed and laterals shall be installed to the edge of right-of-way in front of all existing structures along the proposed sewer mains to City Standards, as directed by the City Engineer.

    a. Sewer mains shall be a minimum diameter of 8" with PVC pipe and fittings unless otherwise approved by the Public Works Department staff. Service laterals shall be constructed with PVC. No structure shall be occupied until the collection system has been thoroughly cleaned, inspected, tested, and accepted for maintenance by the City Public Works Department staff. All manhole and cleanout covers within paved

areas shall be adjusted to finished grades after paving is completed, and shall be accessible during construction as directed by Public Works and Public Utilities staff. All such adjustments shall be done in a manner as to prevent entry of silt and/or debris into the sewer system.

Water Improvements:

90. Water service shall be consistent with the projects current Feasibility Study (city will accept studies within 2 years from the date of Recordation of final map) and the developer shall pay all fees pursuant to the current Feasibility Study at the time of building permit.

91. The Developer shall comply with all requirements of the Adelanto Public Utility Water District.

92. The applicant shall extend City water mains to service the project, and shall be responsible for paying all fees associated with said extension, including those fees implemented by Ordinance 4 of the Adelanto Public Utility Authority.

93. Water Improvement Design for the project shall conform to the City's adopted Water Master Plan and/or to the requirements of the City's Water Superintendent or the City Engineer. All required backflow devices shall be installed by the developer.

94. All water valves and vault covers within paved areas shall be raised to finish surfaces and painted after paving is completed.

95. All fire hydrants, air vacuums and all other above ground water facilities shall be placed within the sidewalk areas while maintaining a clear 4' foot wide pedestrian travel way. Water meter boxes and vaults, valve covers, etc., may be placed within sidewalks or paved areas provided such devices are set flush with finished surfaces as approved by the Public Works Department staff.

96. A set of water improvement plans shall be submitted to the San Bernardino County Fire Department for comment and review. At the time of the second plan check submittal, water improvement plans with the Fire Departments' corrections incorporated therein shall be submitted to the City Engineer along with the "redline" commented plans from the Fire Department.

97. Fire protection plans shall be designed per the requirements of the Adelanto Fire Marshall. Fire protection shall include but is not limited to:

    a. Fire hydrants shall be no more than 300 feet apart.

    b. Fire hydrants shall be set to a level for "safe break away" and easy access, per the Water Department.

    c. Blue dot identification on final pavement will be required for all hydrants installed.

Drainage Improvements:

98. The Developer shall prepare a final hydrology and hydraulic calculations report to demonstrate that the post development flows proposed to be discharged into and through existing or any other storm drain facilities do not exceed the maximum flows for which said facilities are presently designed. This shall be subject to review and approval of the City Engineer. The Hydrology and comprehensive drainage plan must be prepared by a licensed civil engineer to the satisfaction of the City Engineer and the Hydrology Report shall identify offsite flows that impact the proposed development and identify the increased onsite runoff flows. The Study shall address how the proposed development shall accept offsite flows that impact the proposed development and demonstrate how the proposed development will safely pass through the offsite flows while protecting the proposed development and maintaining two all-weather paved points of access to the community. Also, the Study shall demonstrate how the proposed development will reduce the increased onsite post-development runoff to less than 90% of pre-developed drainage runoff flows. This study shall substantially conform to the previously approved preliminary hydrology study, and substantially correlate with the submitted improvement plans. This study shall be engineered using County of San Bernardino Flood Control methodologies and included calculations, maps, diagrams and a written conclusion that contains recommendation of how offsite flows and increased onsite runoff shall be mitigated.

    a. The Owner and Developer shall be responsible for obtaining all necessary permits and permissions from the department of Fish and Game and the Army Corps of Engineers and from any other regulatory agency for the alterations to any of the watercourses that are impacted by the development of the tract map.

    b. All finished building floor elevations shall be 1.0 foot/feet higher than the 100 year base flood elevations.

99. Storm flows may be conveyed in street sections to the extent that right-of-way limits shall accommodate a 100-year storm to a depth less than 0.7 feet deep from the flow line to provide all-weather emergency ingress and egress. If storm flows cannot be adequately conveyed by street sections, underground storm drains and other mitigation measures shall be provided as recommended in the Hydrology/Hydraulics Report and approved by the City Engineer.

100. Prior to construction of any improvements or prior to any land disturbance, the Developer shall construct temporary drainage facilities and establish erosion control practices as necessary to minimize storm runoff and erosion and silt deposition. All construction storm drains, catch basins, the storm water runoff structures shall be provided with adequate capabilities to filter and retain sediment, grit, oil and grease to prevent pollution in storm water runoff, in compliance with the State Water Board Best Management Practices. The Developer shall obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges associated with construction activities, as directed by the California Water Resources Control Board and approved by the Public Works Department staff. During construction, all NPDES guidelines will be in full force and all Best Management Practices (BMP) shall be followed.

101. The Developer shall obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for Industrial discharges associated with production activities, as directed by the California Water Resources Control Board. During operations of the plant, all NPDES guidelines will be in full force and all Best Management Practices (BMP) shall be followed.

102. The Developer shall provide adequate mitigation for storm drainage to avoid concentrating or increasing offsite flows, subject to review and approval by City of Adelanto Public Works/Engineering staff. The developer is strongly encouraged to utilize "Low Impact Development" methods to reduce storm water run-off that impacts the site, including energy dissipaters along the drainage path.

a. In order to mitigate drainage flows that impact this project, one of the following shall be performed prior to the approval of the improvement plans and prior to approval for map recordation and prior to the issuance to any permits:

i. Consistent with County Flood Control Standards, drainage systems shall be designed so that post-development drainage leaving the project is not greater than 90% of pre-development flows.

Phase 1

1. The Developer shall direct the storm water flows from phase 1 to the existing drainage channel or install a detention basin capable of detaining the phase 1 flows to a level that is 90% of pre-developed levels for a minimum 100-year storm, subject to the review and approval by the City Engineer.

2. Any properties used for drainage facilities shall be dedicated to the city for drainage uses or have an easement on it for drainage uses.

3. Detention Basins shall be fully landscaped around surrounding street frontages.

4. Detention Basins shall be fully enclosed in City Code compliant fencing.

5. The Retention Basins shall have dry-wells at the inlets and outlets.

Phase 2

1. The Developer shall install a detention basin capable of detaining the flows to a level that is 90% of pre-developed levels for a minimum 100-year storm for the complete development, subject to the review and approval by the City Engineer.

2. Any properties used for drainage facilities shall be dedicated to the city for drainage uses or have an easement on it for drainage uses.

3. Detention Basins shall be fully landscaped around surrounding street frontages.

4. Detention Basins shall be fully enclosed in City Code compliant fencing.

5. The Retention Basins shall have dry-wells at the inlets and outlets.

103. In order to mitigate the drainage impacts of this project the developer shall perform the following:

    a. The Developer shall pay the City's full Drainage Facility Development Impact Fee and any other Drainage fees that may be in place at the time of building permit issuance as a Drainage mitigation measures for this project. If the Development Impact Fee collection is deferred from the time of building permit issuance to the time of issuance of the certificate of occupancy, the developer shall pay the Development Impact Fees that are in place at the time of occupancy.

104. The developer shall provide a drainage study approved by the City for the ultimate capacity of the channel and implement the defined mitigation. This study and implementation may be completed as part of phase 1 or phase 2.

105. All nuisance drainage must be conveyed across roads designated as Major Street or greater, via subsurface conveyance. This includes, but is not limited to, water drainage flows:

    a. Holly Road

106. Improvements may be subject to credits and reimbursements against development impact fees, subject to Federal and State laws, City Municipal Code, City Standards, City Policies, and City Council approval. All Credits and re-imbursements are subject to the approval of the City Engineer and shall be consistent with the Background Report for Fees. Credits and re-imbursements shall not exceed the actual verified costs of the construction of the improvements or exceed the costs per unit identified in the background study.

Onsite Improvements:

107. All finished pad elevations shall be 1.0 foot/feet higher than all adjacent frontage street elevations, or 0.5 foot/feet higher the top of adjacent curb.

Park and Landscaping:

108. Prior to the grading permit for any phase of development, the Developer shall prepare final improvement plans for the landscaping and irrigation of parks, landscaped areas, and all open spaces. Said plans shall be prepared by a California licensed Landscape Architect and shall be subject to the review and approval of Public Works Department and Planning Department staff.

109. All easements and dedicated Right-of-Way land between the sidewalk and the perimeter masonry wall of the development shall be planted with drought tolerant materials, and irrigation installed, as approved by City Staff. Said landscape easement and landscaped area shall be maintained by the developer.

    a. All plant spacing shall be approved by City Public Works/Engineering Department and Title 17.

FIRE DEPARTMENT

110. See attached Fire Conditions

SAN BERNARDINO COUNTY FIRE

San Bernardino County Fire Department

COMMUNITY SAFETY DIVISION
15900 Smoke Tree St, Ste 131
Hesperia CA 92345
Office: 760.995.8190 **Fax**: 760.995.8205

Office of the Fire Marshal
Community Safety Division
sbcfire.org

Mark A. Hartwig
Fire Chief/Fire Warden

Michael A. Horton
Fire Marshal

PRE-SUBMITTAL NOTES

Project No. F201600334 **Address/Parcel Map No: # 3129-541-01**

Reviewed by; KVO **Date: 04-11-16** **Project Name: LDP-15-04 GPA 15-03 (Clark Pacific Inc.)**

☐ No adverse impact.

☒ Does not meet the minimum requirements as submitted. Revised plans required for approval.

CONDITIONS The Fire Department recommends that the following conditions be attached to this Project/Tract:

☒ Shall comply with all current Building, Fire Codes and Fire Department Standards requirements based on occupancy classification.

☒ Any changes to this proposal shall require new Fire Department condition letter.

☐ Any changes to the approved life safety system shall require plans to be submitted to the FD prior to construction including the following; (Fire Sprinklers, Fire Alarms, Underground water supply for fire protection, Cooking appliances & Hood protections.).

☒ Monitored fire sprinkler and fire alarm systems are required for the proposed building(s). Plans shall be submitted to the FD prior to construction. PER CFC 903.2.1.1

☐ Monitored Fire alarm system is required for the proposed building(s). Plans shall be submitted to the FD prior to construction. PER CFC 903.2.1.1

☒ Knox Box/Key Box is required, and shall be provided and installed in accordance with Fire Department Standard No. 2.

☒ Required fire flow for this project is __3,875____ gpm @ 20 psi at furthest remote hydrant. Contact Water Dept. to assure availability of required fire flow.

☒ An approved on-site fire protection water system, in accordance with Fire Department Standard is required. The system is required to be in place and serviceable prior to building construction.

☒ An approved water supply system, complete with street fire hydrants complying with Fire Department Standard, shall be in place prior to any combustible construction.

☒ Provide a complete on-site fire protection plan to the FD which indicates the location of all required fire protection appliances (FDC's, PIV's, DDC's, proposed and existing fire hydrants, etc.).

☒ Fencing, walls or car ports shall not obstruct Fire Department access to fire hydrants and property.

☒ Paved access from ____2_____ points shall be required for completion and occupancy. All required access roads shall meet county standards of 26' in width and turning radius. Plans shall be submitted and approved prior to construction commencement.

BOARD OF SUPERVISORS

Robert A. Lovingood	Janice Rutherford	James Ramos	Gary C. Ovitt	Josie Gonzales	Gregory Devereaux
First District	Chair, Second District	Third District	Vice Chair, Fourth District	Fifth District	Chief Executive Officer

☐ Access gates shall be provided with an "Opticom" receiver capable of opening gates via decoding of the "Opticom" strobe signal transmitted by Fire, Police, and Ambulance units.

☒ All access gates shall require mechanical means for opening in event of power failure, shall not impinge on required clear width when fully open, and shall be equipped with Knox Box lock actuation devices.

☒ Interior/exterior Fire Department access roadways/fire lanes shall be required per Fire Department Standard. If gates installed, must comply with Fire Department Standards.

☒ Storage containers may not block Fire Department access.

☒ Streets or access roads greater than 150' in length shall require cul-de-sacs or approved turnarounds per Fire Department standard. Any street exceeding 500' will require paved secondary access. (This includes construction phasing)

☐ Tentative Tract Map must have notes indicating Emergency Access routes to existing pavement for plan check review.

☐ Tracts with more than 100 homes shall have a water system fed from two different distribution lines.

☒ Provide the following FD notes on the site utility plan:

A separate permit is required by the Fire Department for installation of on-site water systems. No work may begin until the permit has been obtained. A permit application may be obtained from the Fire Dept office.

All hydrants shall have a blue reflective dot placed in the drive lane adjacent to the hydrants per Fire Department Standard #5.

Required fire Flow for this project is __3,875_____ GPM at 20psi for _4___ hours duration.

Paint curbs red, 15' to either side of fire hydrant and FDC.

Bollards (crash posts) may be required at time of final inspection (to protect the fire hydrants and FDC from vehicular traffic).

All systems, materials, installation, inspection, and testing for on-site water systems shall conform to NFPA #24 and Fire Department Standards # 903.1 (Copies of standards are available by calling 760-995-8190,)

☒ Provide the following details on the site utility plan: SB County FD standards #903.1, (Copies of standards are available by calling 760-995-8190,)

☒ Provide the following details on the site utility plan: SB County FD standard #902.2.1, (Copies of standards are available by calling 760-995-8190,)

☒ All fire access roads in to this project shall meet San Bernardino County standards and CFC codes.

☒ A 50% reduction for water flow will be given for the installation of required fire sprinkler. Required flow is 7,750 gpm at 20psi for 4 hours. Reduction for installation of required fire sprinkler the fire flow now is 3,875 gpm for 4 hr

☐ _____

☐ _____

ORDINANCE NO. 547

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ADELANTO AND CLARK PACIFIC PRECAST, LLC. FOR DEVELOPMENT OF THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF HOLLY ROAD AND KOALA ROAD

WHEREAS, the State Planning and Zoning Law, Govt. Code section 65864 *et seq.*, permits cities to enter development agreements for the purpose of providing certainty to the development process and to provide a mechanism by which the City and developers can voluntarily agree to the provision of certain facilities and payments in furtherance of development; and

WHEREAS, The Clark Pacific Precast, LLC., which has a legal and equitable interest in the real property more particularly described in Exhibit "A" to the development agreement attached hereto as Exhibit "A", desires to enter into such development agreement covering such real property in connection with its applications to construct and operate a Pre-Cast, Pre-Stressed Concrete Products Manufacturing and Storage facility on 111 acres of land (the "Project"); and

WHEREAS, the City of Adelanto, as lead agency, has determined that an Initial Study was necessary to determine impacts to the environment and Mitigated Negative Declaration 16-01 is proposed for adoption; and

WHEREAS, the Environmental Determination reflects the independent judgment of the City Council of the City of Adelanto and is deemed adequate for purposes of making decisions in the merits of the Project; and

WHEREAS, in accordance with State law, on April 27, 2016, for first reading and May 11, 2016 for second reading, the City Council conducted duly noticed public hearings on the Project, reviewed and considered the Project, comments submitted, information presented by City staff and public testimony regarding the Project.

THE CITY COUNCIL FOR THE CITY OF ADELANTO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that a public hearing has been held before this City Council pursuant to the procedures described in Government Code section 65867. At the hearing, the City Council has considered testimony presented by the public and the Planning Commission's consideration of the Development Agreement between the City of Adelanto and Clark Pacific Precast, LLC., ("Development Agreement"). The applicant has testified at the meeting that it is in favor of the Development Agreement.

SECTION 2. The City Council hereby finds that the Development Agreement between the City of Adelanto and Clark Pacific Precast, LLC.:

A. Is consistent with the objectives, policies, general land uses, and programs specified in the General Plan; and

B. Is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is and will be located, and is consistent with the City's Zoning Code; and

C. Is in conformity with and will promote public necessity, public convenience, general welfare, and good land use practices; and

D. Will be beneficial to the health, safety, and general welfare; and

E. Will not adversely affect the orderly development of property or the preservation of property values; and

F. Will promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.

SECTION 3. The City Council hereby approves the Development Agreement in the form attached hereto as Exhibit "A", and incorporates the Development Agreement herein by this reference. Within ten (10) days after this Ordinance takes effect, the City Council shall execute the Development Agreement.

SECTION 4. Within ten (10) days after the execution of the Development Agreement by all parties, the City Clerk is directed to record the Development Agreement pursuant to the requirements of Government Code section 65868.5.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Ordinance.

SECTION 6. ENVIRONMENTAL DETERMINATION: The City Council finds that the proposed Development Agreement and project has been adequately addressed in the Initial Study and that Mitigated Negative Declaration 16-01 is in accordance with the guidelines set forth by the California Environmental Quality Act for the proposed Development Agreement and project.

SECTION 7. EFFECTIVE DATE: This Ordinance shall be in full force and effect thirty (30) days after adoption.

SECTION 8. POSTING: The City Clerk shall cause this Ordinance to be posted in at least three public places designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the BOOK of ORDINANCES of the City of Adelanto.

PASSED, APPROVED AND ADOPTED this 27th day of April 2016.

_____
Rich Kerr
Mayor of the City of Adelanto

_____
Cindy Herrera, MMC
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

I, Cindy Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Ordinance No. 547 was duly introduced for first reading on the 27th day of April, 2016 and regularly adopted at a regular meeting of the City Council of the City of Adelanto on this 11th day of May 2016, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on this 11th day of May 2016.

_____

Cindy Herrera, MMC
City Clerk

SEAL

Exhibit A
Draft Development Agreement
[attached on subsequent pages]

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO

City of Adelanto
11600 Air Expressway
Adelanto, CA 92301
Attn: City Clerk

Space Above This Line for Recorder's Use
(Exempt from Recording Fee per Gov't Code § 6103)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE

CITY OF ADELANTO ("CITY")

AND

CLARK PACIFIC PRECAST LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY ("DEVELOPER")

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of the ____ day of _____, 2016 ("Reference Date"), by and between the CITY OF ADELANTO, a California municipal corporation and charter city (the "City"), and Clark Pacific, LLC, a California limited liability company (the "Developer"), with reference to the following:

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, Government Code Sections 65864-65869.5 (the "Development Agreement Act") authorize the City to enter into a binding development agreement for the development of real property within its jurisdiction with persons having legal or equitable interest in such real property.

B. Developer has an equitable interest in the 111 acre parcel of real property ("Site") located on the southwest corner of Holly Road and Koala Road (commonly known as APNs 3129-551-01, 02, 03 and 3129-541-01), which is within the City of Adelanto, County of San Bernardino, State of California. The Site is legally described in Exhibit "A" attached hereto, and is the subject of this Agreement.

C. The Site is designated Manufacturing/Industrial (MI) in the City's General Plan and is located within the City's MI Zoning District. The proposed project on the Site is a conditionally permitted use in the MI Zone, as the project includes outdoor storage. In connection with the execution of this Agreement, the City approved (i) General Plan Amendment 15-03 re-aligning Koala Road running north/south on the eastern portion of the project site (the "General Plan Amendment"), (ii) Location and Development Plan 15-04 ("LDP"), and (iii) Conditional Use Permit 15-03 (the "CUP") subject to conditions of approval. The General Plan Amendment, LDP and CUP (collectively, the "Project Approvals") provide planning and development criteria for a proposed project on the Site (the "Project"). The Project will consist of the development of the Site with a Pre-Cast, Pre-Stressed Concrete Products Manufacturing Facility. The LDP and CUP are collectively known as the "Development Plan".

D. The environmental impacts of the Project, including the Project Approvals, have properly been reviewed and assessed by the City pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; California Code of Regulations Title 14, Section 15000 et seq. (the "CEQA Guidelines"); and City's local guidelines promulgated thereunder (hereinafter collectively referred to as "CEQA"). On April 27, 2016, pursuant to CEQA and in accordance with the recommendation of the Planning Commission for the City of Adelanto (the "Planning Commission"), the City Council adopted a mitigated negative declaration covering the Project (the "MND"). As required by CEQA, the City adopted written findings and a mitigation monitoring program (the Mitigation Monitoring Program") prior to approving the Project Approvals.

E. The City acknowledges that the Project Approvals are valuable property rights to the Developer and that, subject to the terms of this Agreement, the Project Approvals may not be revoked, rescinded or terminated other than in the manner permitted by existing law or under

circumstances where the Developer has taken actions or omissions that violate the Project Approvals or their conditions.

F. City has determined that the Project presents certain public benefits and opportunities that are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, (1) reduce uncertainties in planning and provide for the orderly development of the Project; (2) mitigate certain environmental impacts of the Project; (3) provide a source of employment; (4) strengthen the City's economic base with short term construction jobs; (5) provide for and generate revenues for the City in the form of fees and exactions, as described herein; and (6) otherwise achieve the goals and purposes for which the Development Agreement Act was enacted.

G. Consistent with the state Development Agreement Act, the parties desire to enter into a binding agreement for purposes of (i) setting forth a phasing plan for (A) off-site development requirements; and (B) credits and reimbursements of Development Impact Fees; (ii) setting forth a mechanism for the City to realize certain sales tax revenue associated with the development of the Project by Developer and ensuring that the point of sale for acquisition, purchasing and billing in connection with the Project is located within the City; and (iii) granting Developer a vested right to develop the Site according to the Project Approvals.

H. Among other purposes, this Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Act. This Agreement will eliminate uncertainty in planning for and secure the orderly development of the Project, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and assure attainment of the maximum effective utilization of resources within the City, by achieving the goals and purposes of the Development Agreement Act. In exchange for these benefits to City, Developer desires to receive the assurance that it may proceed with development of the Project in accordance with the terms and conditions of this Agreement and the Development Plan, all as more particularly set forth herein.

I. The City Council has determined that the Project and this Agreement are consistent with the City's General Plan, including the goals and objectives thereof.

J. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including CEQA and all other requirements for notice, public hearings, findings, votes and other procedural matters.

K. The terms and conditions of this Agreement, including, without limit, the Fiscal Mitigation Payment, have undergone extensive review by Developer, City staff, the City Planning Commission, and the City Council and they each have found the Agreement to be fair, just and reasonable. The parties represent and warrant that it is their intent that this recital shall operate to estop either party from denying the validity or enforceability of the obligations contained in this Agreement, including without limitation, the Phasing Plan.

L. On April 27, 2016, the City Council adopted its Ordinance No. 547 approving this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1.0 GENERAL.

1.1 Term.

The term of this Agreement (the "Term") shall commence on the Effective Date hereof and shall continue until ten (10) years following the effective date, unless the term of this Agreement is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto after the satisfaction of all applicable public hearing and related procedural requirements. Certain provisions as identified herein shall continue in full force and effect beyond the term of this Agreement and shall not expire.

1.2 Effective Date.

All terms and provisions of this Development Agreement shall automatically become effective upon, but not prior to, the effective date of Ordinance 547.

1.3 Amendment or Cancellation.

Except as expressly stated to the contrary herein, this Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Section 65867-65869.5.

1.4 Termination.

Unless terminated earlier, pursuant to the terms hereof, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term of this Agreement. Termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Development Plan, as defined in Section 2.1, below.

1.5 Incorporation of Recitals.

The recitals are hereby incorporated into this Agreement.

2.0 DEVELOPER'S RIGHTS AND LIMITATIONS REGARDING CONSTRUCTION OF THE PROJECT.

2.1 Right to Develop.

Subject to the terms, conditions, and covenants of this Agreement, Developer's right to develop the Project in accordance with the Project Approvals (and subject to the conditions of approval thereof (the "Conditions of Approval")) shall be deemed vested upon execution of this Agreement, which vesting shall expire upon the earlier of the following occurrences:

(a) expiration of the Term of this Agreement; (b) an uncured material default by Developer of this Agreement or the Development Plan or (c) termination of this Agreement in accordance with Section 5.3. Notwithstanding anything in this Agreement to the contrary, the Project shall remain subject to the following, to the same extent it would without this Agreement:

(i) except as expressly modified by the provisions herein, all ordinances, regulations, rules, laws, plans, policies, and guidelines of the City and its City Council, Planning Commission, and all other City boards, commissions, and committees existing on the Effective Date of this Agreement (collectively, the "Existing Development Regulations");

(ii) all amendments or modifications to Existing Development Regulations after the Effective Date of this Agreement and all ordinances, regulations, rules, laws, plans, policies, and guidelines of the City and its City Council, Planning Commission, and all other City boards, commissions, and committees enacted or adopted after the Effective Date of this Agreement (collectively, "New Laws"), except such New Laws which would prevent or materially impair Developer's ability to develop the Project in accordance with the Project Approvals and as described in Section 2.4, below, unless such New Laws are (A) specifically mandated and required by changes in state or federal laws or regulations, or (B) New Laws the City reserves the right to apply under this Agreement pursuant to Sections 2.2 and 3.1.3;

(iii) all subsequent development approvals and the conditions of approval associated therewith, including but not limited to any further site development permits, tract or parcel maps, and building permits;

(iv) the payment of all fees or exactions in the categories and in the amounts as required at the time such fees are due and payable, which may be at the time of issuance of building permits, or otherwise as specified by applicable law, as existing at the time such fees are due and payable; and

(v) the reservation or dedication of land for public purposes or payment of fees in lieu thereof as required at the time such reservations or dedications or payments in lieu are required under applicable law to be made or paid.

2.2 Applicable Law; Additional Applicable Codes and Regulations.

The rules, regulations, official policies, standards and specifications applicable to the Project (the "Applicable Law") shall be those set forth in this Agreement and the Project Approvals, and, with respect to matters not addressed by this Agreement or the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes in force and effect on the Effective Date of this Agreement.

Notwithstanding the foregoing or any other provision of this Agreement, the City also reserves the right to apply the following to the development of the Project:

2.2.1 Building, electrical, mechanical, fire and similar building codes based upon uniform codes adopted in, or incorporated by reference into, the Adelanto

Municipal Code, as existing on the Effective Date of this Agreement or as may be enacted or amended thereafter, applied to the Project in a nondiscriminatory manner.

2.2.2 In the event of fire or other casualty requiring construction of more than fifty (50%) percent of any building previously constructed hereunder, nothing herein shall prevent the City from applying to such reconstruction, all requirements of the City's Building, Electrical, Mechanical, and similar building codes based upon uniform codes adopted in, or incorporated by reference into, the Adelanto Municipal Code, solely to the extent applicable to all development projects in the City.

2.2.3 Except for the City fees described herein, this Agreement shall not prevent the City from establishing any new City fees on a City-wide basis and applied to Site in a non-discriminatory manner, including new development impact fees, or increasing any existing City fees, including existing development impact fees, and to apply such new or increased fees to the Project or applicable portion thereof where such new or increased fees may be charged.

2.3 Permitted Density, Height and Use Limitations.

The permitted uses, density and intensity of use, location of uses, maximum height and size of proposed buildings, minimum setbacks, and other standards applicable to the Project shall be those set forth in the Project Approvals and this Agreement, whichever is the strictest.

2.4 No Conflicting Enactments.

Except as specifically permitted above, City shall not impose on the Project any existing law or New Law (whether by action of the City Council or by initiative, referendum or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each individually, a "City Law") that is in conflict with the Applicable Law or this Agreement or that reduces the development rights or assurances provided by this Agreement. Without limiting the generality of the foregoing, any City Law shall be deemed to conflict with Applicable Law or this Agreement or reduce the development rights provided hereby if it would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project:

(a) Change any land use designation or permitted use of the Site;

(b) Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities (for example, water rights or water connections) for the Project;

(c) Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals;

(d) Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner;

(e) Apply to the Project any City Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites;

(f) Result in Developer having to substantially delay construction of the Project or require the issuance of additional permits or approvals by the City other than those required by the Existing Development Regulations;

(g) Substantially increase the cost of constructing or developing the Project or any portion thereof;

(h) Establish, enact, increase, or impose against the Project or Site any fees, taxes (including without limitation general, special and excise taxes), assessments, liens or other monetary obligations (including generating demolition permit fees, encroachment permit and grading permit fees) other than those specifically permitted by this Agreement or other connection fees imposed by third party utilities;

(i) Impose against the Project any condition, dedication or other exaction not specifically authorized by the Existing Development Regulations;

(j) Limit the processing or procuring of applications and approvals of Subsequent Approvals.

2.5 Additional Exclusions.

Nothing within this Agreement provides any rights to Developer, or any limitations upon the City, regarding rights, fees, or regulations pertaining to potential gen-tie transmission lines, the undergrounding of electrical transmission facilities off of the Site, or fees or regulations pertaining to the transmission of electricity through the City, including but not limited to franchise or similar fees.

3.0 DEVELOPER'S OBLIGATIONS.

3.1 Payments to City by Developer.

3.1.1 General.

Developer shall make the payment to City described in this Section 3.1 as a condition of development of the Project. Nothing in this Section 3.1 shall be construed as a limitation on the right of the City to impose, levy, or assess the Site other development fees as permitted by applicable law and this Agreement.

3.1.2 Developer's Payment of Development Impact Fees.

Developer shall pay to the City, Development Impact Fees in accordance with Ordinances 453, 425, 440 and Resolution 06-166 prior to the City's issuance of any building permit for the Project or any construction or development of the Project on the Site, whichever is earlier. The parties agree that the purpose of the Development Impact Fees are designed to

compensate the City for (A) additional intensity of use resulting from the Project; and (B) the mitigate potential added wear and tear on the municipal infrastructure which will result from the Development Plan.

Upon payment of the Development Impact Fees by Developer, the City shall provide, within ten (10) days of request by the Developer, an estoppel certificate (or other certificate reasonably acceptable to the parties) demonstrating that the Developer has satisfied the obligation imposed in this Section 3.1.2. Additionally, upon payment of the Development Impact Fees, this Development Agreement shall terminate in the manner and in the time provided in Section 1.1.

Payment by Developer of the Development Impact Fees in accordance with the terms of this Agreement shall be deemed as full satisfaction by Developer of the following:

(a) Circulation Impact Fee (most recently adopted pursuant to Resolution 06-116);

(b) Fire Impact Fee (most recently adopted pursuant to Resolution 06-116); and

(c) Master Drainage Plan Development Impact Fee (set forth in Municipal Code Section 14.36.040.)

3.1.3 Other Fees and Charges.

Except as otherwise set forth herein, the City may impose its existing, or any new or increased, fees, charges, levies, or assessments for the development of the Site, and impose or increase, subject to the required procedure, any taxes applicable to the Site; provided that the foregoing is not intended and shall not be construed to limit or restrict whatever right Developer might otherwise have to challenge any fee, charge, levy, assessment, or tax imposed. Developer shall timely pay all applicable fees, charges, levies, assessments, and special and general taxes validly imposed in accordance with the Constitution and laws of the State of California.

3.1.4 Sales and Use Taxes.

Developer shall make commercially reasonable efforts to ensure that any sales or use tax incurred due to the development and construction on the Site of the Project shall be determined to be from a point of sale in the City and allocated to the City. The Developer shall work with the City to determine how the receipt of sales and use taxes related to the construction and development of the Project will be maximized for the City. This process shall include, but is not necessarily limited to: Developer obtaining a street address within the City for acquisition, purchasing, and billing purposes; Developer registering this address with the State Board of Equalization; Developer using this address throughout development and construction of the Project for acquisition, purchasing, and billing purposes for all major purchases associated with the Project; and Developer allowing City to use this sales tax information publicly for reporting purposes (collectively, the "Sales Tax Realization Obligations").

3.2 Indemnification.

(a) Developer agrees to and shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives (collectively,

"the Indemnified Parties"), from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of the Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or this Agreement, except to the extent that the liability or claims arise from the City's negligence or misconduct. This obligation continues in full force and effect for a period of ten (10) years beyond the expiration date of the Agreement. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this paragraph, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both, and regardless of whether or not any insurance policies are applicable.

(b) Developer agrees to and shall indemnify, hold harmless, and defend, the Indemnified Parties from any challenge to the validity of this Agreement or to the City's implementation of their rights under this Agreement; the Developer shall indemnify, hold harmless, pay all costs and provide defense for the Indemnified Parities in said action or proceeding with counsel mutually chosen by the City and Developer.

(c) In the event the Indemnified Parties are made a party to any action, lawsuit, or other adversarial proceeding in any way involving claims specified in paragraphs (a) (except with respect to paragraph (a) above, to the extent that the liability or claims arise from the City's negligence or misconduct) or (b) above, Developer shall provide a defense to the Indemnified Parties, or at the Indemnified Parties' option, reimburse the Indemnified Parties their reasonable costs of defense, including attorney's fees, incurred in defense of such claim. The Indemnified Parties and the Developer shall jointly select legal counsel. In addition, Developer shall be obligated to promptly pay any final judgment or portion thereof rendered against the Indemnified Parties. The City shall, at no cost to the City, cooperate with the Developer in any such defense as Developer may reasonably request.

3.3 Phasing Plan.

(a) The Phasing Plan shall commence in accordance with the attached phasing plan as shown in Exhibit B attached to this document. The Developer shall pay all Development Impact Fees in relation to the size of the site proposed for Phase 1 and 2 on a per acre basis. The Developer acknowledges that the existing improvements along the project's property boundary do not meet the City's roadway standards set forth in Chapter 13.20 of the Adelanto Municipal Code. The Developer agrees to improve its share of Beaver Road, Koala Road and Holly Road (the "Roadway Improvements") in phases. The Developer's share of the Roadway Improvements is defined as the half-width of the ultimate right-of-way for roadways immediately adjacent to the Site. The Roadway Improvements shall consist of paving, storm drains, Drainage Channel Crossings, curb, gutter, street lighting, landscape, and/or sidewalk as required by the Public Works Department at the time of improvements, consistent with the standards set forth in Chapter 13.20 of the Adelanto Municipal Code. Developer may defer submittal of improvement plans for the Roadway Improvements in accordance with the phasing plan. In the event that Developer fails to timely commence the construction of the Roadway Improvements in accordance with the preceding sentence, and following written notice by the City to Developer and a failure of the Developer within 60 days following such notice to commence work on the Roadway Improvements and thereafter diligently pursue such work to completion, the City is hereby authorized to cause the construction of said Roadway

Improvements to be done and charge the entire cost and expense, including administrative costs and attorney's fees, to Owner, its successors and assigns. This Agreement shall be recorded in the office of the Recorder of San Bernardino County, California, and shall constitute notice to all successors and assigns of the title to said property of the obligations in this Agreement, and also a lien on the Site in such amount as will fully reimburse City, including interest as set forth above, subject to foreclosure in event of default in payment. The Developer shall at all times guarantee performance of the Roadway Improvements by providing good and sufficient security, including but not limited to a lien on the Site, to the satisfaction of the City Attorney for the ultimate costs of installing the Roadway Improvements.

b. Offsite street improvements are as follows:

i. Phase 1:

1. Major Streets shall be constructed to half-width of 6 feet of center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per "R" value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and 8 foot swale, 6 foot sidewalks, per City Standard 109 Type A (adjusting for correct widths), and 12 foot parkway. This requirement shall apply to the East half of Beaver Road located along the Western boundary of this project from the southern boundary of this project to the north half of Holly.

a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed matching the existing improvements provided that full dedications are granted.

ii. Phase 2:

1. Major Boulevards shall be constructed to half-width of 6 feet of landscaped center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per "R" value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and 8 foot swale, 6 foot sidewalks, per City Standard 109 Type A (adjusting for correct widths), and 12 foot parkway. This requirement shall apply to the South half of Holly Road located east of Koala along the Northern boundary of this project.

a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed matching the existing improvements provided that full dedications are granted.

2. Major Streets shall be constructed to half-width of 6 feet of center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per "R" value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and 8 foot swale, 6 foot sidewalks, per City Standard 109 Type A (adjusting for correct widths), and 12 foot parkway. This requirement shall apply to the South half of Holly Road located west of Koala along the Northern boundary of this project and to the West half of Koala Road located along the Eastern boundary of this project.

    a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed match the existing improvements provided that full dedications are granted.

3.4 Reimbursements and Credits. Improvements may be subject to credits and reimbursements against development impact fees, subject to Federal and State laws, City Municipal Code, City Standards, City Policies, and City Council approval. All Credits and re-imbursements are subject to the approval of the City Engineer and shall be consistent with the Transportation background focus study. Credits and re-imbursements shall not exceed the actual verified costs of the construction of the improvements or exceed the costs per unit identified in the background study as adopted by resolution 06-166.

4.0 CITY'S OBLIGATIONS & ACKNOWLEDGEMENTS.

4.1 Scope of Subsequent Review.

Nothing set forth herein shall impair or interfere with the right of the City to require the processing of building permits as required by law, pursuant to the applicable provisions of the Adelanto Municipal Code and the provisions of City's Fire Codes and ordinances, Health and Safety Codes and ordinances, and Building, Electrical, Mechanical, and similar building codes.

4.2 Project Approvals Independent.

All approvals required for the Project which may be or have been granted, and all land use entitlements or approvals generally which have been issued or will be issued, by the City with respect to the Project, constitute independent actions and approvals by the City. If any provision of this Agreement or the application of any provision of this Agreement (other than Section 3.1) to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason other than Developer's default, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Project approvals or other land use approvals and entitlements, except that in the event that the payment of the Fiscal Mitigation Payment is challenged this Agreement and any entitlements relating to the Site, including without limit the Development Plan shall be deemed null and void and of no force or effect whatsoever.

4.3 Review for Compliance.

(a) Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the Community Development Director or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1.

(b) Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Section 8.1 of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the Community Development Director.

(c) Good Faith Compliance. During the Periodic Review, the Community Development Director shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the Community Development Director shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the Community Development Director shall be appealable to the City Council. If the Community Development Director finds and determines that Developer has not complied with such terms and conditions, the Community Development Director may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code Sections 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.

(d) Failure to Properly Conduct Periodic Review. If City fails, during any calendar year, to either (i) conduct the Periodic Review or (ii) notify Developer in writing of City's determination, pursuant to a Periodic Review, as to Developer's compliance with the terms of this Agreement and such failure remains uncured as of December 31 of any year during the term of this Agreement, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.

5.0 DEFAULT; REMEDIES; DISPUTE RESOLUTION.

5.1 Notice of Default.

In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Section 8.1 hereof identifying with specificity the nature of the alleged default and the manner in which said default may satisfactorily be cured. Without limiting the scope of what is considered "material," the parties agree that Developer's failure to perform any of the obligations contained in Section 3.0 shall be a material default.

5.2 Cure of Default.

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction or remedy of such default not later than five (5) days [or thirty (30) days for non-monetary defaults] after receipt of the notice of default, or, for such defaults that cannot reasonably be cured, corrected or remedied within five (5) days [or thirty (30) days for non-monetary defaults], such party shall commence to cure, correct, or remedy such default within such five (5) day period [or thirty (30) day period for non-monetary defaults], and shall continuously and diligently prosecute such cure, correction or remedy to completion.

5.3 City Remedies.

In the event of an uncured default by Developer of the terms of this Agreement, the City, at its option, may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In no event shall the City be entitled to consequential, exemplary or punitive damages for any Developer default. For purposes of this Agreement the term "consequential damages" shall include, but not be limited to, potential loss of anticipated tax revenues from the Project or any portion thereof. Furthermore, the City, in addition to, or as an alternative to, exercising the remedies set forth in this Section 5.3, in the event of a material default by Developer, may give notice of its intent to terminate or modify this Agreement pursuant to the Development Agreement Act, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the Development Agreement Act.

5.4 Developer's Exclusive Remedies.

The parties acknowledge that the City Entities would not have entered into this Agreement if they were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein including, but not limited to, the Development Plan, Conditions of Approvals, the Existing Development Regulations or any future amendments or enactments thereto, or the Project, except as provided in this Section. Accordingly, Developer covenants on behalf of itself and its successors and assigns, not to sue the City Entities for damages or monetary relief (except for attorneys' fees as provided for by Section 8.22) for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue

between Developer and the City regarding this Agreement or any of the matters referred to herein including but not limited to the application, interpretation, or effect of this Agreement, the Development Plan, the Conditions of Approval, the Existing Development Regulations or any future amendments or enactments thereto, or any land use permits or approvals sought in connection with the development of the Project or any component thereof, or use of a parcel or any portion thereof, the parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Developer's sole and exclusive judicial remedies.

6.0 MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE.

6.1 Encumbrances on the Project Site.

This Agreement shall not prevent or limit the Developer from encumbering the Site or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Site, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value (a "Mortgage") securing financing with respect to the construction, development, use or operation of the Project.

6.2 Mortgage Protection.

This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or assignee to said holder (a "Mortgagee") [whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise] shall be subject to all of the terms and conditions of this Agreement.

6.3 Mortgagee Not Obligated.

No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of the Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance, except that to the extent that any covenant to be performed by the Developer is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

6.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure.

City shall, upon written request to the City, deliver to each Mortgagee a copy of any notice of default given to Developer under the terms of this Agreement, at the same time of sending such notice of default to Developer. The Mortgagee shall have the right, but not the obligation, within five (5) days [or thirty (30) days for non-monetary defaults] after the receipt of such notice from the City, to cure, correct, or remedy the default, or, for such defaults that cannot reasonably be cured, corrected, or remedied within five (5) days [thirty (30) days for non-monetary defaults], the Mortgagee shall commence to cure, correct, or remedy the default within such five (5) day period [or thirty (30) day period for non-monetary defaults], and shall continuously and diligently prosecute such cure to completion. If the default is of a nature which

can only be remedied or cured by such Mortgagee upon obtaining possession of the Site, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall be permitted thereafter to remedy or cure the default within such time as is reasonably necessary to cure or remedy said default but in no event more than thirty (30) days after obtaining possession. If any such default cannot, with diligence, be remedied or cured within such thirty (30) day period, then such period shall be extended to permit the Mortgagee to effect a cure or remedy so long as Mortgagee commences said cure or remedy during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

7.0 TRANSFERS OF INTEREST IN SITE OR AGREEMENT.

7.1 Successors and Assigns.

Developer shall have the right to sell, transfer or assign its interest in the Site, or any portion thereof (provided that no such transfer shall violate the Subdivision Map Act, Government Code §66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale or transfer shall include, with respect to the Site or the portion thereof sold or transferred, the assignment and assumption, in a fully executed written agreement, in whole or in part, of the rights, duties and obligations of the Developer under the terms of this Agreement. Developer shall notify the City of any sale, transfer, or assignment of its interest in the Site. Upon such sale, transfer or assignment, Developer shall, with respect to the Site or the portion thereof sold or transferred, be released from any further obligations under the terms of this Agreement, provided:

(a) Developer no longer has any legal or equitable interest in the Site or the portion thereof sold or transferred, as applicable;

(b) Developer is not, at the time of the transfer, in default under the terms of this Agreement; and

(c) Developer has submitted an executed assignment and assumption agreement in a form and content reasonably acceptable and approved by the City prior to entering such assignment.

8.0 MISCELLANEOUS.

8.1 Notices.

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may from time to time, designate in writing in the manner as provided herein:

To City: City of Adelanto
11600 Air Expressway
Adelanto, CA 92301
Attn: City Clerk

With a copy to:	City Attorney 11600 Air Expressway Adelanto, CA 92301 Attn: City Attorney
To Developer:	Clark Pacific Precast, LLC Attn: Tom McGuire 1980 South River Road Sacramento, CA 95691
With a copy to:	Clark Pacific Precast, LLC Attn: General Counsel 1980 South River Road Sacramento, CA 95691

Any written notice, demand or communication shall be deemed received immediately if personally delivered, shall be deemed delivered on the day following the date of mailing if delivered by overnight delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

8.2 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or failures to perform are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, terrorism, epidemics, quarantine restrictions, freight embargoes, governmental restrictions imposed or mandated by other governmental entities, governmental restrictions or priority, unusually severe weather, inability to secure labor, materials, or tools necessary for the Project, delays of any contractor, subcontractor or supplier; acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse performance by the City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. The City and the Developer may also extend times of performance under this Agreement in writing.

Notwithstanding the paragraph above, Developer is not entitled pursuant to this Section 8.2 to an extension of time to perform because of past, present, or future difficulty in obtaining suitable construction or permanent financing for the development of the Site, or because of economic or market conditions.

8.3 Binding Effect.

This Agreement, and all of the terms and conditions hereof, shall be binding upon and inure to the benefit of the parties, any subsequent owner of all or any portion of the Project or the Site, and their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Site.

8.4 Independent Entity.

The parties acknowledge that, in entering into and performing this Agreement, each of the Developer, the City is acting as an independent entity and not as an agent of the other in any respect.

8.5 Agreement Not to Benefit Third Parties.

This Agreement is made for the sole benefit of the parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement, nor be deemed to be a third party beneficiary under this Agreement.

8.6 Covenants.

The provisions of this Agreement shall constitute mutual covenants which shall run with the land comprising the Site for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the parties hereto and all successors in interest to the parties hereto for the term of this Agreement.

8.7 Nonliability of City Officers and Employees.

No official, officer, employee, agent or representative of the City, acting in his/her official capacity, shall be personally liable to Developer, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection to this Agreement, or for any act or omission on the part of the City.

8.8 Covenant Against Discrimination.

Developer and City covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification, in the performance of this Agreement. Developer shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, *et seq.*).

8.9 Amendment of Agreement.

This Agreement may be amended from time to time by mutual consent of the original parties or such party to which the Developer assigns all or any portion of its interest in this Agreement, in accordance with the provisions of Government Code Sections 65867 and 65868.

8.10 No Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement shall impair any such right or power or be construed to

be a waiver thereof, except as expressly provided herein. No waiver by either party of any of the covenants or conditions to be performed by the other party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

8.11 Cooperation in Carrying Out Agreement.

Each party shall take such actions and execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

8.12 Estoppel Certificate.

Any party hereunder may, at any time, deliver written notice to any other party requesting such party to certify in writing that, to the best knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature and amount of any such defaults, and (iv) any other reasonable information requested. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt of such written request. The City Manager, Assistant City Manager, and Community Development Director are each authorized to sign and deliver an estoppel certificate on behalf of the City. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

8.13 Construction.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

8.14 Recordation.

This Agreement shall be recorded with the County Recorder of San Bernardino County at Developer's cost, if any, within the period required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

8.15 Captions and References.

The captions of the paragraphs and subparagraphs of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference herein to a paragraph or exhibit are the paragraphs, subparagraphs and exhibits of this Agreement.

8.16 Time.

Time is of the essence in the performance of this Agreement and of each and every term and condition hereof as to which time is an element.

8.17 Recitals & Exhibits Incorporated; Entire Agreement.

The Recitals to this Agreement and all of the exhibits and attachments to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions and agreements between the parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

8.18 Exhibits.

Exhibit "A" (Legal Description of Site) to which reference is made in this Agreement is deemed appropriated herein in its entirety.

8.19 Counterpart Signature Pages.

For convenience the parties may execute and acknowledge this agreement in counterparts and when the separate signature pages are attached hereto, shall constitute one and the same complete Agreement.

8.20 Authority to Execute.

Developer warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this Agreement, (iii) by so executing this Agreement, Developer is formally bound to the provisions of this Agreement, (iv) Developer's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Developer is bound, and (v) there is no existing or threatened litigation or legal proceeding of which Developer is aware which could prevent Developer from entering into or performing its obligations set forth in this Agreement.

8.21 Governing Law; Litigation Matters.

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflicts of law principles. Any action at law or in equity brought by any party hereto for the purpose of enforcing, construing, or interpreting the validity of this Agreement or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in said county, and the parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside of California. In the event of any action between the parties hereto seeking enforcement of any of the terms of this Agreement or otherwise arising out of this Agreement, the prevailing party in such litigation

shall be awarded, in addition to such relief to which such party is entitled, its reasonable attorney's fees, expert witness fees, and litigation costs and expenses.

8.22 No Brokers.

Each of the City and the Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of this Agreement, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the Reference Date.

"DEVELOPER"

Clark Pacific Precast, LLC, a California
LIMITED LIABILITY COMPANY

By: _____

Its: _____

By: _____

Its: _____

"CITY"

CITY OF ADELANTO, a California
municipal corporation and charter city

By: _____
Cindy Herrera
City Manager

ATTEST:

_____
Cindy Herrera
City Clerk

APPROVED AS TO FORM

_____
City Attorney

State of California)
County of _____)

On _____, before me, _____, Notary Public,
(here insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (seal)

State of California)
County of _____)

On _____, before me, _____, Notary Public,
(here insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (seal)

State of California)
County of _____)

On _____, before me, _____, Notary Public,
(here insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (seal)

State of California)
County of _____)

On _____, before me, _____, Notary Public,
(here insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (seal)

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ADELANTO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING 50% OF ALL GAS, OIL, HYDROCARBONS AND ALL MINERAL LYING IN, ON OR UNDER SAID LAND, AS RESERVED BY T.1. MICALLEF AND SALLY MICALLEF, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 30, 1959, IN BOOK 4969, PAGE 435, OFFICIAL RECORDS.

APN: 3129-551-01-0-000

PARCEL 2:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM FIFTY PERCENT OF ALL GAS, OIL, HYDROCARBONS AND ALL MINERALS LYING IN, ON OR UNDER SAID LAND, AS RESERVED BY T. J. MICALLEF AND SALLY MICALLEF, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 30, 1959 IN BOOK 4969, PAGE 435 OF OFFICIAL RECORDS.

APN: 3129-551-02-0-000

PARCEL 3:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING 50 PER CENT OF ALL GAS, OIL, HYDROCARBONS AND ALL MINERALS LYING IN, ON OR UNDER SAID LAND, AS RESERVED BY T. J. MICALLEF AND SALLY MICALLEF, HUSBAND AND WIFE, IN DEED RECORDED OCTOBER 30. 1959 IN BOOK 4969, PAGE 436 OFFICIAL RECORDS, BUT WITHOUT SURFACE RIGHTS DOWN TO A DEPTH OF 500 FEET AS CONTAINED IN QUITCLAIM DEED EXECUTED BY T. 3. MICALLEF AND SALLY MICALLEF RECORDED AUGUST 10, 1977.

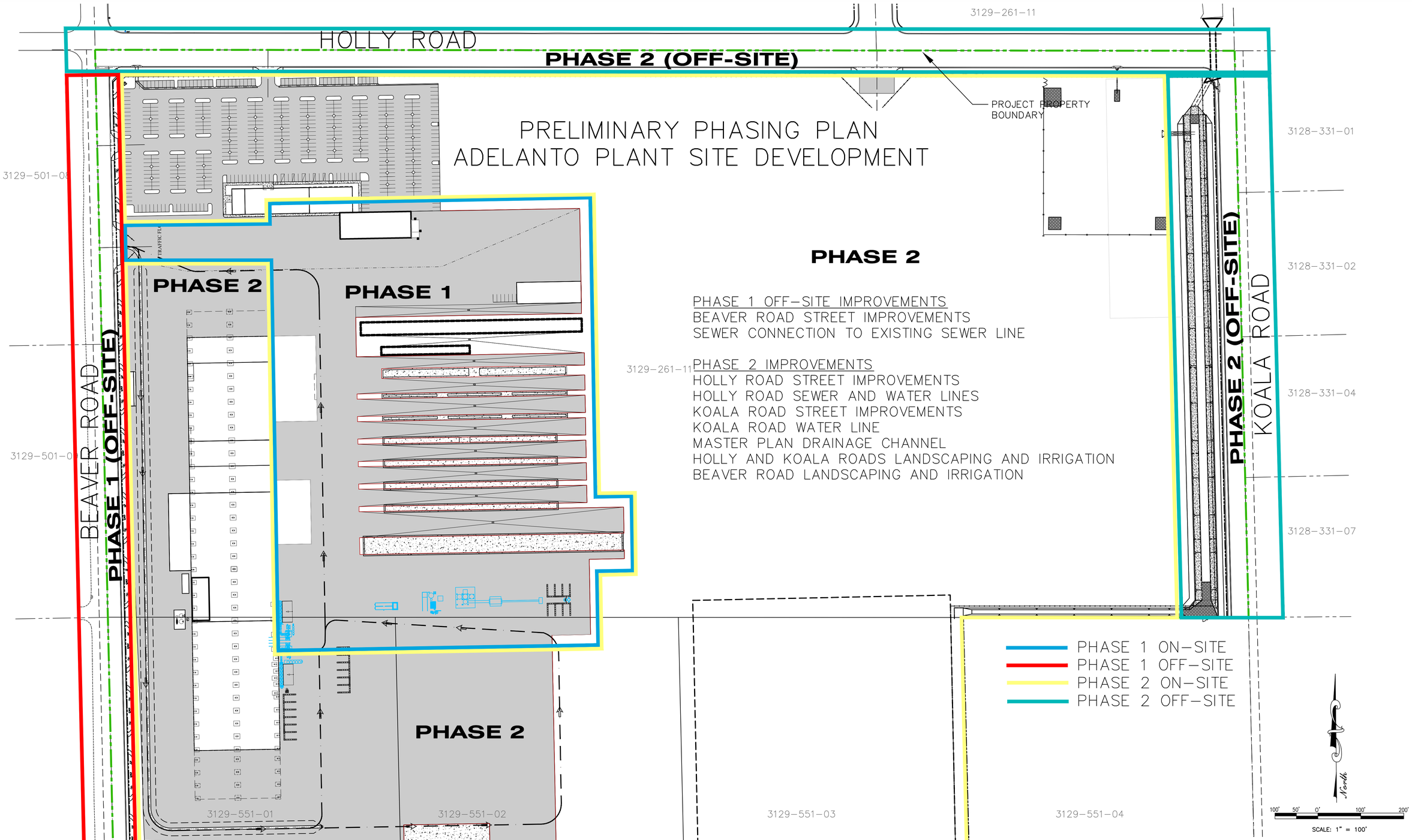
APN: 3129-551-03-0-000

PARCEL 4:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 3129-541-01-0-000

PRELIMINARY PHASING PLAN
ADELANTO PLANT SITE DEVELOPMENT



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PHASE 2 IMPROVEMENTS
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HOLLY ROAD SEWER AND WATER LINES
KOALA ROAD STREET IMPROVEMENTS
KOALA ROAD WATER LINE
MASTER PLAN DRAINAGE CHANNEL
HOLLY AND KOALA ROADS LANDSCAPING AND IRRIGATION
BEAVER ROAD LANDSCAPING AND IRRIGATION

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APN'S: 3129-541-01
3129-551-01 TO 03

PHASING EXHIBIT

FOR:
CLARK PACIFIC

DRAWN BY: SAD
DATE: 12/17/15
JOB NO. 3369
SHEET PH-

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CALIFORNIA ENVIRONMENTAL QUALITY ACT
INITIAL STUDY

CLARK-PACIFIC ADELANTO PLANT
APN: 312954101
ADELANTO, CALIFORNIA

Submitted to:

Planning Division
City of Adelanto
11600 Air Expressway Boulevard
Adelanto, California 92301

Submitted by:

Clark-Pacific

Prepared by:

Lilburn Corporation
1905 Business Center Drive
San Bernardino, CA 92408

October 2015

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CEQA Environmental Checklist

PROJECT DESCRIPTION AND BACKGROUND

Project Title:	Clark Pacific Adelanto Plant
Lead Agency Name and Address:	City of Adelanto 11600 Air Expressway Boulevard P.O. Box 10 Adelanto, CA 92301
Contact Person and Phone Number:	Mark de Manincor (760) 246-2300
Project Location:	Southeast corner of Holly Road and Beaver Road
Project Sponsor Name and Address:	Clark Pacific 1980 South River Road Sacramento, CA 95691
General Plan Description:	Manufacturing Industrial.
Zoning:	MI (Manufacturing/Industrial)
Description of Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.)	See description below.
Surrounding land uses and setting; briefly describe the project's surroundings:	Vacant to the east and south, existing manufacturing land uses to the north, and a car testing facility to the west. Adelanto Airport to the west.
Other public agencies whose approval is required (E.G. permits, financial approval, or participation agreements):	See description below.

DESCRIPTION OF PROJECT:

Project Summary

Clark Pacific Inc., a manufacturer of pre-cast and pre-stressed concrete products is proposing the development of a pre-cast concrete products production facility on approximately 111 acres in the City of Adelanto.

Pre-cast concrete products, such as those produced by Clark Pacific have a variety of applications and have been used in the construction of high rise residential developments, industrial, commercial, transportation, parking and other structures. Production of pre-cast panels involves the use of steel forms, reinforcing steel, miscellaneous metal connectors, and concrete. To fabricate the pre-cast products, the reinforcing and miscellaneous metal are set in steel forms, concrete is poured into the forms, the concrete is cured overnight, the product is removed from the form the next morning when it is textured/finished, and then placed in storage. The panels generally average from 60 to 62 feet in length and 12 feet in width; panels may occasionally reach up to 95 feet in length. When the job site destination is ready, Clark Pacific transports the panels by truck and installs them.

The Proposed Project entails the construction and operation of a structural concrete manufacturing facility on approximately 111 acres at the southeast corner of Beaver Road and Holly Road in the City of Adelanto.

Project Location

The City of Adelanto is located in San Bernardino County, California about 9 miles northwest of Victorville in the High Desert portion of the County. The Project Site is located in the southwestern portion of the City approximately 3 miles east of Highway 395 and approximately 2 miles north of California State Route-18 (Palmdale Road/Pearblossom Highway). Figure 1: Regional Location Map, depicts the location of the Project Site in context of its regional setting. As shown on Figure 2: Vicinity Map, the Project Site incorporates approximately 111 acres located at the southeast corner of Beaver Road and Holly Road in the City of Adelanto. The property lies within Section 7 of Township 5 North, Range 6 West, Adelanto Calif. Quadrangle, San Bernardino Baseline and Meridian, and includes the following Assessor Parcel Numbers: 3129-541-01, 3129-551-01, -02, and -03.

Description of the Proposed Project

Two discretionary actions are required on the part of the City to approve the Project. Approval of a Development Agreement is necessary to allow the project within the City. The Project Applicant also seeks approval of a General Plan Amendment to realign Koala Road to the east side of the Proposed Project location.

The Project Applicant proposes to construct and operate a structural concrete manufacturing facility on a 111-acre property in accordance with the existing M-I Manufacturing Industrial land use designation. The proposed facility is designed to include an 80,000 square-foot production building, a 45,000 square-foot materials warehouse, a 4,000 square-foot maintenance shop, a 16,800 square-foot administrative building, and approximately 39,000 square-feet of ancillary buildings attached to the production building (see Figure 3: Facility Master Plan).

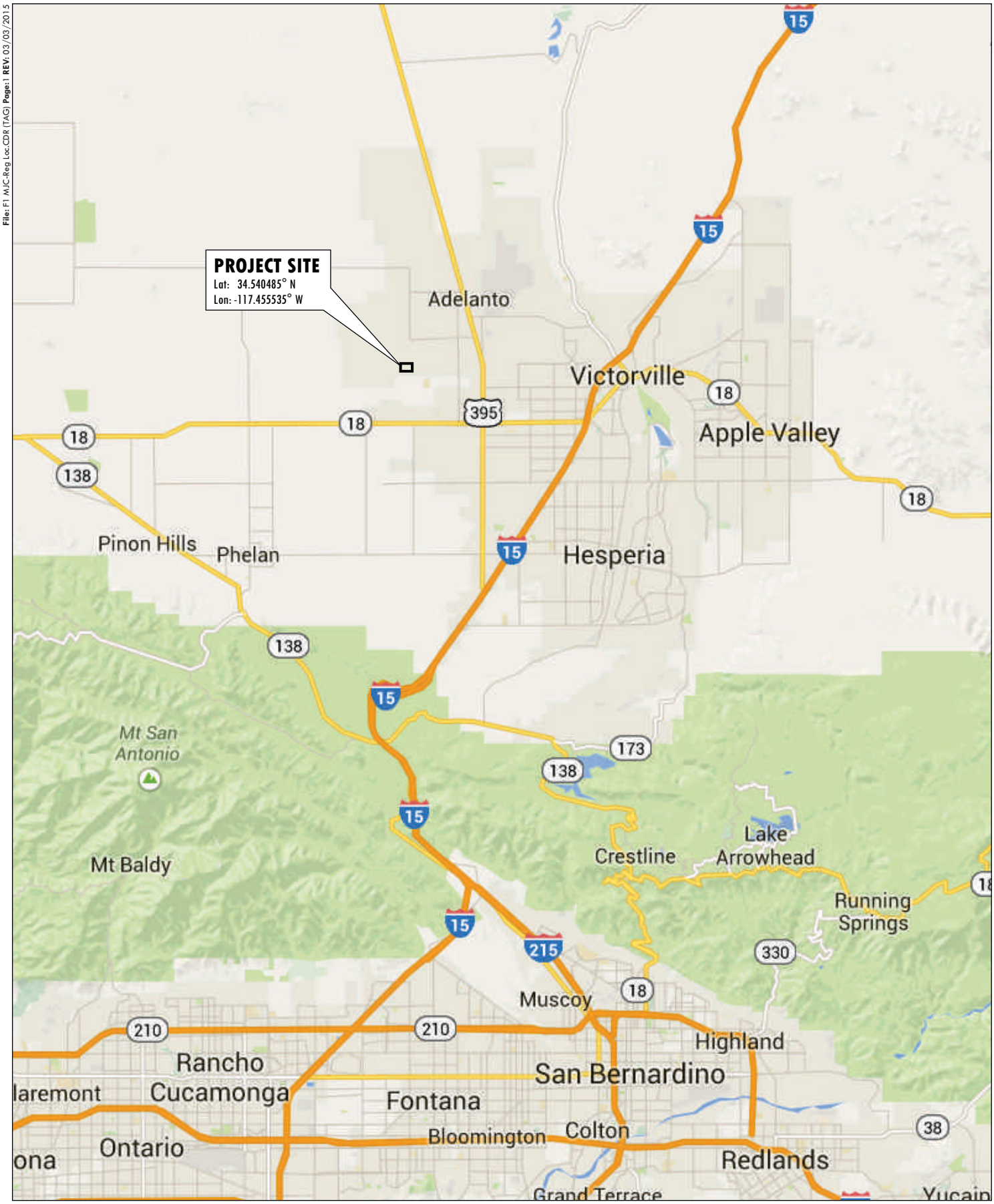
The Proposed Project will also include construction of a concrete batch plant with aggregate bins, casting tables, and concrete outside storage area for various structural elements produced at the facility.

Construction of the manufacturing plant will entail conventional construction consisting of reinforced concrete tilt-up buildings approximately 24 feet in height. The cement batch plant silos will be approximately 40 feet in height. Proposed parking includes an approximately 442-space standard automobile parking lot, with additional trailer parking stalls provided within the facility.

Hours of Operation

Proposed hours of operation, in general would be from 7:00 am to 4:00 pm; however, the facility may request an early start and end time during extreme weather.

File: F1 MJC-Reg Loc.CDR (TAG) Page:1 REV: 03/03/2015



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APPROXIMATE MILES

LILBURN CORPORATION

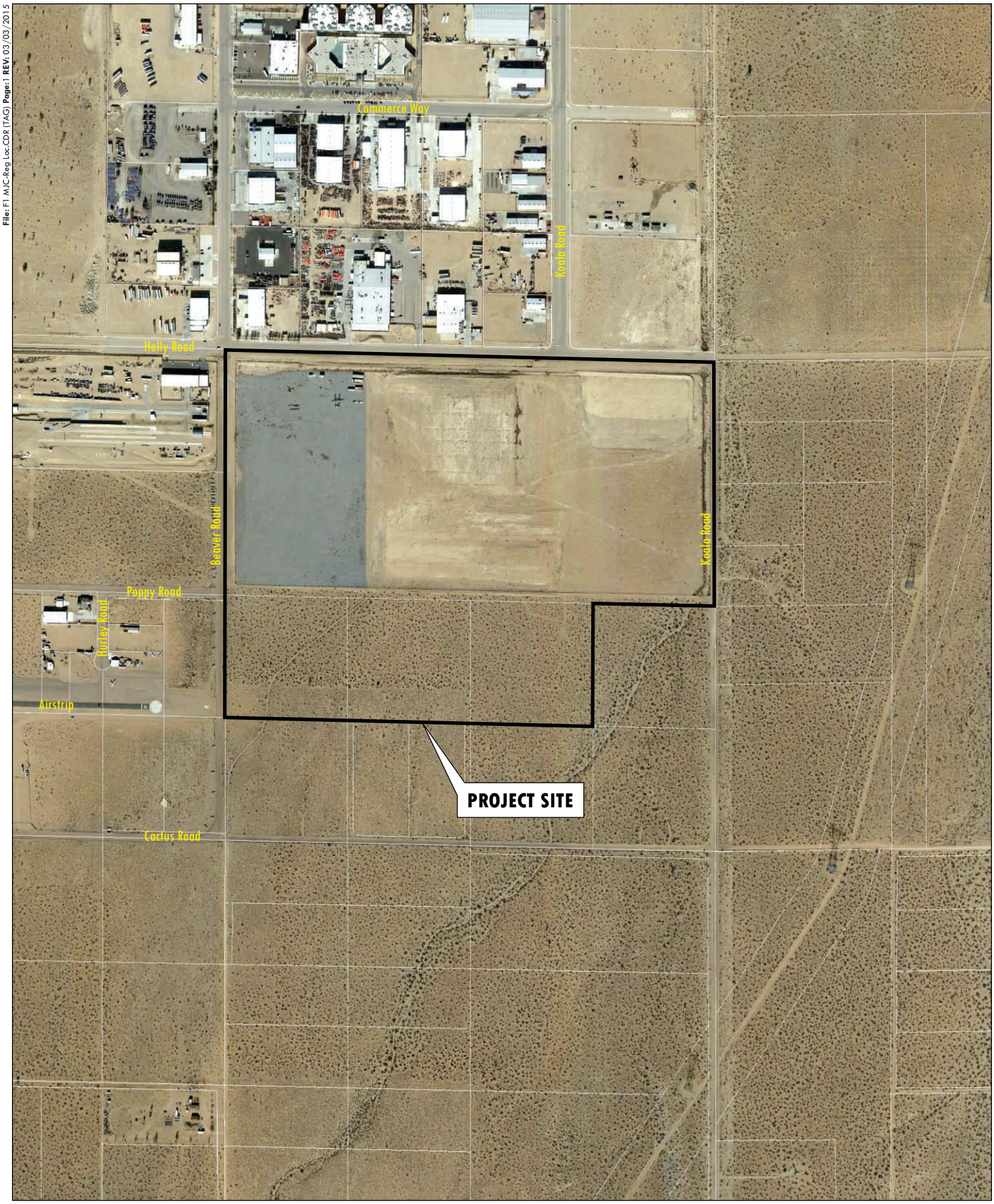
REGIONAL LOCATION

MERRELL JOHNSON COMPANY - CLARK PACIFIC ADELANTO PLANT

City of Adelanto, County of San Bernardino, California

FIGURE 1

File: F1 MJC-Reg Loc.CDR (TAG) Page: 1 REV: 03/03/2015



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APPROXIMATE FEET

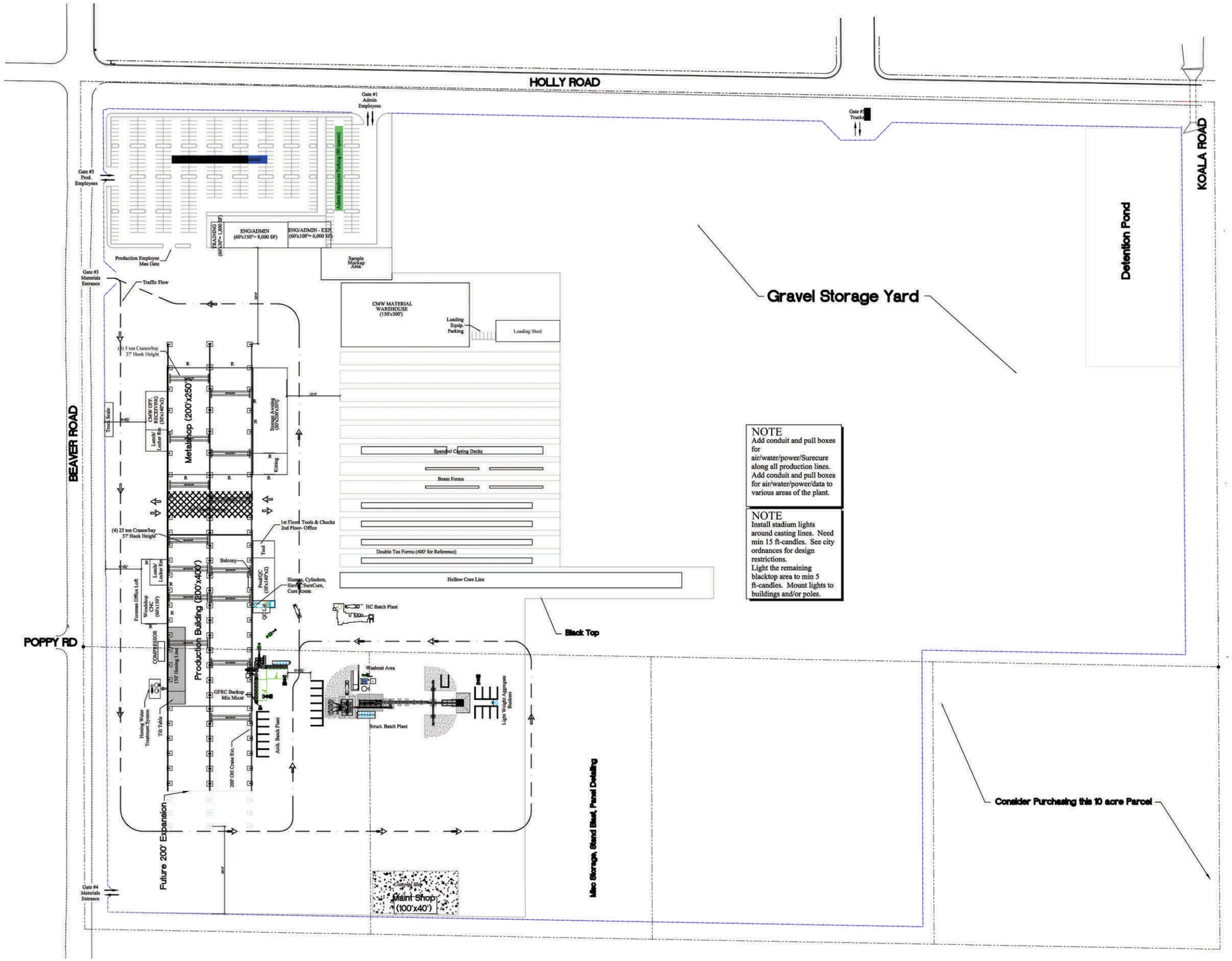
LILBURN CORPORATION

PROJECT VICINITY

MERRELL JOHNSON COMPANY - CLARK PACIFIC ADELANTO PLANT

City of Adelanto, County of San Bernardino, California

FIGURE 2



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APPROXIMATE FEET

LILBURN CORPORATION

PROJECT SITE PLAN

MERRELL JOHNSON COMPANY - ADELANTO PLANT

City of Adelanto, County of San Bernardino, California

FIGURE 3

Traffic

Regional access to the Project Site is mainly provided by US-395. Local access is provided by various roadways in the vicinity of the site. The north-south roadways expected to provide local access include Beaver Road, Koala Road, Bellflower Street, and US-395. The east-west roadways which will be most affected by the project include Rancho Road, Industry Way, Holly Road, Mojave Drive, Palmdale Road, Dos Palmas Road, and Luna Road.

Off-Site Improvements

The Proposed Project development will include half-street improvements on the east side of Beaver Road, south side of Holly Road, and west side of Koala Road The drainage corridor on the easterly property line will be improved and has been designed to carry a 100-year event (Q-100) capacity of 888 cubic feet per second (cfs). The channel will have a 20-foot earthen bottom width, concrete side slopes at a 2:1 slope, and an access road on the channel's west side.

Existing General Plan Designation and Zoning

The Project Site is located in the, Manufacturing/Industrial zone of the City of Adelanto's Land Use/Zoning Map. The Manufacturing/Industrial zone comprises a wide corridor through the city that stretches west to east across the entire city. The drainage channel located along the Project Site's east boundary is identified in the City's Zoning Map as a "Drainage/Open Space Corridor," and is part of the City's Master Plan of Drainage. Project approval will provide for a General Plan Amendment to realign Koala Road to the east of the Project Site.

Surrounding Land Uses and Setting:

The Proposed Project is centrally located within the Manufacturing/Industrial zone, on the south side of Holly Road between Beaver Road and Koala Road. Existing manufacturing and industrial uses occur to the north and west; land to the south and east is vacant. Rural residential development occurs within the Airport Park land use designation west of Beaver Road and south of Poppy Road. The visual character of the site's surroundings is dominated by manufacturing and industrial uses occurring to the north and west of the site, and undeveloped properties designated for future industrial and manufacturing development.

Other Public Agencies Whose Approval is Required :

Other agencies responsible for the protection of natural resources and/or with interest in the Proposed Project include:

- Lahonton Regional Water Quality Control Board (Construction Activity General Construction Permit; NPDES Permit),
- City of Adelanto Public Works Department (Water Quality Management Permit and storm drain design and roadway improvements), and
- City of Adelanto Water Department (domestic water and sewer system design).
- San Bernardino County Fire Department Certified Unified Program Agency (Hazardous Materials Release Response Plan and Inventory - Business Plan)

The above mentioned agencies are not meant to be an all-inclusive list and other agencies may have responsibility over some aspect of the project.

Employment

At full operation the Proposed Project is anticipated to employ approximately 300 full- and part-time employees.

EVALUATION FORMAT

This initial study is prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. This format of the study is presented as follows. The project is evaluated based upon its effect on seventeen (17) major categories of environmental factors. Each factor is reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study Checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact

Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

1. Therefore, no impacts are identified or anticipated and no mitigation measures are required.
2. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.
3. Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are: (List mitigation measures)
4. Significant adverse impacts have been identified or anticipated. An Environmental Impact Report (EIR) is required to evaluate these impacts, which are: (List the impacts requiring analysis within the EIR).

At the end of the analysis the required mitigation measures are restated and categorized as being either self-monitoring or as requiring a Mitigation Monitoring and Reporting Program.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture & Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology /Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality
☐ Land Use/ Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance

DETERMINATION:

On the basis of this initial evaluation, the following finding is made

☐ The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Prepared By: Lilburn Corporation	Date:
Signature:	
Printed Name:	
Reviewed by:	Date:
Printed Name: Mark de Manincor	2-25-16

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
I. AESTHETICS - Would the project				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

SUBSTANTIATON

I a) **No impact.** The Project Site is located south of Holly Road between Beaver Road and Koala Road. The site is located within the City of Adelanto Manufacturing/Industrial zoned district and would not have an effect on a scenic vista. Manufacturing and industrial uses occur to the north and the west of the site. No existing development occurs to the east or south. Development of the site is consistent with zoning and existing uses; therefore, no impacts are identified or anticipated and no mitigation measures are required.

I b) **No impact.** Visual resources identified in the City of Adelanto General Plan include the Shadow Mountains, the Fremont Wash, the bluffs along the Mojave River, and the distant San Bernardino and San Gabriel Mountains. Development of the Proposed Project would not impact the resources identified in the General Plan. Development of the site will not substantially damage scenic resources, including trees, rock outcroppings or historic buildings and scenic highways because these resources do not occur at the site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

I c) **No impact.** The proposed facility will produce pre-cast concrete products. The facility will be developed on four parcels zoned for manufacturing/industrial uses within the City of Adelanto. Surrounding zoning and existing development is also manufacturing/industrial. Development of the site would not substantially degrade the existing character or quality of the site and its surroundings and no mitigation measures are required.

I d) **Less than significant.** As shown on Figure 3: Facility Master Plan, stadium lights would be installed around the casting line area of the facility. The stadium lights illumination would include at a minimum 15 foot-candles; portions of the site developed with blacktop would be lit with a minimum 5 foot-candles. All lighting would be designed in accordance with the City of

Adelanto Industrial Design Standards as defined in Section 17.15.070(H) of the Development Code. Although development of the Proposed Project would result in new light sources; all lighting will be designed in accordance with the City of Adelanto Development Code therefore, less than significant impacts are anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

SUBSTANTIATION

II a) **No impact.** Graded portions of the Project Site are identified as "grazing land" in the California Department of Conservation-California Important Farmland Finder; the portion of the site developed with decomposed gravel is identified as "other land." No prime farmland, unique farmland, or farmland of Statewide importance, is shown on the Farmland Mapping and Monitoring Program maps. The Proposed Project will not result in the conversion of the farmland to non-agricultural use; therefore, no impacts are identified or anticipated and no mitigation measures are required.

II b) **No impact.** As identified in the latest Williamson Act Map for the County of San Bernardino (FY 2012/2013) the Project Site is not under a Williamson Act contract and no Williamson Act lands occur in the vicinity. The site is currently vacant and is not developed or zoned for agricultural uses. The Proposed Project would not conflict with existing zoning for agricultural uses or with an existing Williamson Act contract. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

II c) **No impact.** Existing zoning at the site is MI (mineral/industrial). Existing zoning to the north, east and south is also MI. To the west, zoning includes MI and AP (airport park). No zoning for forest land, timberland, or timberland zoned for Timberland Production occurs at the site or in its vicinity. Development of the Proposed Project would not conflict with zoning for, or cause rezoning of forest land, timberland, or timberland zoned Timberland Production. Therefore, no impacts are identified or anticipated and no mitigation measures are required

II d) **No impact.** No agricultural uses or zoning for farmland and forest land occur at the site. Implementation of the Proposed Project would not result in the conversion of farmland to non-agricultural uses or conversion of forest land to non-forest use because those uses do not exist at the site. Therefore, no impacts are identified or anticipated and no mitigation measures are required

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

SUBSTANTIATION

The following is based on an Air Quality Assessment prepared by Lilburn Corporation, March 2015

a) **Less Than Significant Impact:** The Proposed Project is the development of a pre-cast and pre-stressed concrete products manufacturer. The Project Site is within the Mojave Desert Air Basin (MDAB) and under the jurisdiction of the Mojave Desert Air Quality Management District (MDAQMD). The MDAQMD is responsible for updating the Air Quality Management Plan (AQMP). The AQMP was developed for the primary purpose of controlling emissions to maintain all federal and state ambient air standards for the district. The proposed use is consistent with the City's General Plan and therefore, consistent with the current AQMP. Development of the proposed use is not anticipated to significantly increase local air emissions and therefore would not conflict with or obstruct implementation of the plan. Less than significant impact is anticipated.

b/c) **Less Than Significant Impact:** Proposed site development and construction was screened using CalEEMod version 2013.2.2 air model. This model is used to generate emissions estimates for

land use development projects. The criteria pollutants screened for included: reactive organic gases (ROG), nitrous oxides (NO_x), carbon monoxide (CO), and particulates (PM_{10} and $PM_{2.5}$). Two of these, ROG and NO_x, are ozone precursors. Emissions assumptions were based on the CalEEMod default values for an industrial land use. The emission levels listed reflect the estimated winter season levels, which are normally higher due to atmospheric conditions (marine layer) and increased use of heating systems. The general construction phases for most projects include site grading and development.

Construction Emissions

Construction earthwork emissions are considered short-term, temporary emissions. Once construction is complete and the facility is in use, emissions will be predominately generated by employee vehicles. The resulting emissions generated by construction of the Proposed Project are shown in Tables 1 and 2.

Table 1
Construction Emissions Summary
(Pounds Per Day)

Source/Phase	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Site Preparation	5.1	54.7	42.1	0.0	21.1	12.6
Grading	6.5	74.9	50.2	0.0	17.2	7.4
Building Construction	4.1	31.4	28.2	0.0	2.8	2.0
Paving	2.0	20.2	15.4	0.0	1.2	1.1
Architectural Coating	63.4	2.2	2.6	0.0	0.3	0.2
Highest Value (lbs/day)	**63.4**	**74.9**	**50.2**	**0.0**	**21.1**	**12.6**
MDAQMD Threshold	137	137	548	137	82	82
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: Air Quality Assessment, October 2015
Phases don't overlap and represent the highest concentration.

As shown in Table 1, construction emissions would not exceed MDAQMD thresholds. Impacts would be less than significant. However, the Applicant would be required to comply with MDAQMD rules and regulations 402 and 403 (i.e watering exposed areas 2x daily).

Compliance with MDAQMD Rules 402 and 403

The Applicant is required to comply with all applicable MDAQMD rules and regulations. Therefore, per MDAQMD Rules 402 and 403, the mitigation requiring that exposed surfaces during construction be watered twice per day was "turned on" within the CalEEMod analysis. The developer and its contractor will be required to comply with mandated MDAQMD rules and regulations, including but not limited to, Rules 402 and 403. Therefore, the following dust control conditions applicable to the site activities as recommended by Rules 402 and 403 shall also be implemented:

1. The project proponent shall ensure that any portion of the site to be graded shall be pre-watered prior to the onset of grading activities.

   (a) The project proponent shall ensure that watering of the site or other soil stabilization method shall be employed on an on-going basis after the initiation of any grading activity on the site at least 2x per day. Portions of the site that are actively being graded shall be watered regularly to ensure that a crust is formed on the ground surface, and shall be watered at the end of each workday.

   (b) The project proponent shall ensure that all disturbed areas are treated to prevent erosion until the site is constructed upon.

   (c) The project proponent shall ensure that landscaped areas are installed as soon as possible to reduce the potential for wind erosion.

   (d) The project proponent shall ensure that all grading activities are suspended during first and second stage ozone episodes or when winds exceed 25 miles per hour.

During construction, exhaust emissions from construction vehicles and equipment and fugitive dust generated by equipment traveling over exposed surfaces, would increase NO_X and PM_{10} levels in the area. The following mitigation measures shall be implemented to reduce impacts.

2. To reduce emissions, all equipment used in grading and construction must be tuned and maintained to the manufacturer's specification to maximize efficient burning of vehicle fuel. Site development will be limited to one acre disturbed per day.
3. The contractor shall utilize (as much as possible) pre-coated building materials and coating transfer or spray equipment with high transfer efficiency, such as high volume, low pressure (HVLP) spray method, or manual coatings application such as paint brush, hand roller, trowel, dauber, rag, or sponge.
4. The contractor shall utilize water-based or low VOC coating per MDAQMD Rule 1113. The following measures shall also be implemented:
   - Use Super-Compliant VOC paints whenever possible.
   - If feasible, avoid painting during peak smog season: July, August, and September.
   - Recycle leftover paint. Take any left-over paint to a household hazardous waste center; do not mix leftover water-based and oil-based paints.
   - Keep lids closed on all paint containers when not in use to prevent VOC emissions and excessive odors.
   - For water-based paints, clean up with water only. Whenever possible, do not rinse the clean-up water down the drain or pour it directly into the ground or the storm drain. Set aside the can of clean-up water and take it to a hazardous waste center (www.cleanup.org).
   - Recycle the empty paint can.
   - Look for non-solvent containing stripping products.

- Use Compliant Low-VOC cleaning solvents to clean paint application equipment.
- Keep all paint and solvent laden rags in sealed containers to prevent VOC emissions.

5. The project proponent shall ensure that existing power sources are utilized where feasible via temporary power poles to avoid on-site power generation.
6. The project proponent shall ensure that construction personnel are informed of ride sharing and transit opportunities.
7. All buildings on the project site shall conform to energy use guidelines in Title 24 of the California Administrative Code as updated to reduce energy consumption and reduce GHG emissions.
8. The operator shall maintain and effectively utilize and schedule on site equipment and delivery trucks in order to minimize exhaust emissions from truck idling.

Operational Emissions

Operational source emissions associated with the operation of the facility are from energy usage. The primary emissions are from mobile sources (e.g. vehicles). It is anticipated that the proposed project would generate approximately 1,088 vehicular trips a day (Traffic Impact Analysis prepared by Kunzman Associates, Inc., March 2015). Operational emissions associated with the Proposed Project are listed in Table 2.

Table 2
Operations Emissions Summary
(Pounds Per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Area	5.1	0.0	0.0	0.0	0.0	0.0
Energy	0.2	1.7	1.4	0.0	0.1	0.1
Mobile	5.2	15.2	64.8	0.1	7.0	2.0
Concrete Batch Plant[1]	0.0	0.0	0.0	0.0	15.9	15.9
Total Value (lbs/day)	**10.5**	**16.9**	**66.2**	**0.1**	**23.0**	**18.0**
MDAQMD Threshold	137	137	548	137	82	82
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: Air Quality Assessment, October 2015

As shown in Table 2, operational impacts are less than significant. Therefore, project level impacts are not anticipated to exceed MDAQMD thresholds. Less than significant impact is anticipated.

d) **Less Than Significant Impact:** The Project Site is zoned for Manufacturing/Industrial uses which has been previously assessed and approved per the City's General Plan and has been included in the AQMP. An increase in air quality emissions produced as a result of construction activities would be short-term, below MDAQMD significance thresholds, and would cease once construction is complete. Dust suppression (i.e., water application) as required by the City's Development Code, would reduce 50 to 75 percent of fugitive dust emissions during

construction. Operational emissions were also modeled and determined to not exceed MDAQMD thresholds. Therefore, impacts to sensitive receptors from pollutants are anticipated to be less than significant.

e) **Less Than Significant Impact:** The proposed end use is not anticipated to generate emissions that could generate objectionable odors. A less than significant impact is anticipated.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
IV. BIOLOGICAL RESOURCES - Would the project:				
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc…) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒

SUBSTANTIATION

Natural Resources Assessment, Inc. (NRAI) conducted a general biological survey of the Project Site. The survey findings were documented in NRAI's "Biological Resources Assessment Clark Pacific Concrete Plan Expansion Project" report dated March 30, 2015. Subsequent protocol surveys for the Mohave ground squirrel were completed; the findings are summarized here in.

IV a) **Less than significant with mitigation incorporated.** Approximately 80 acres of the Project Site fronting Holly Road were previously developed. This portion of the Project Site is enclosed by a perimeter fence, about one-third of the area is covered with decomposed granite and supports ruderal (weedy) plant species, the remaining two-thirds are vacant compacted land with a plant community dominated by weedy forbs such as desert fiddleneck (*Amsinckia tessallata*) and Russian thistle (*Salsola tragus*), and weedy, mostly non-native red brome (*Bromus medritensis* ssp. *madritensis*).

The southern portion (approximately 30 acres) of the Project Site is relatively undisturbed and supports two stands of creosote bush scrub. The first stand of creosote bush occurs predominantly on the northern section of the 30 acre area. Vegetation is dominated by creosote bush (*Larrea tridentate*) and burrobush (*Ambrosia dumosa*). Other shrubs in this area include California buckwheat (*Eriogonum fasciculatum*), cheesebush (*Hymenoclea salsola*), Mormon tea (*Ephedra nevadensis*), and disk goldenhead (*Acamptopappus sphaerocephalus*). Annual wild flowers in this area include Fremont's pincushion (*Chaenactis fremontii*), desert dandelion (*Malacothrix glabrata*), and desert suncup (*Camissonia campestris*). The second stand of creosote bush scrub occurs on the southwest corner of the 30 acre area. The stand appears to have been disturbed by past grading activities. The dominant shrub is burrobush followed by creosote bush. There is almost no California buckwheat, cheesebush, Mormon tea, or goldenhead shrubs in this area, but there are many of the same wildflowers as occur further north.

NRAI found that the undisturbed 30-acre portion of the Project Site provides suitable habitat for the Mohave ground squirrel, a State-listed threatened species; desert tortoise, a State and federally listed threatened species; and burrowing owl, a California species of special concern.

Following the general biological survey of the Project Site, surveys for Mohave ground squirrel were completed by Phillipe Vergne of ENVIRA Consulting. The surveys followed the USFWS protocol survey guidelines for Mohave ground squirrel; a total of three trapping sessions were conducted between April and July 2015. All trapping sessions returned negative results for Mohave ground squirrel and it was concluded that the species is not present at the Project Site.

NRAI concluded that impacts to the creosote bush scrub plant community and the associated wildlife habitat are not considered to be significant. Although no sign of desert tortoise was recorded during the field survey, NRAI recommended measures as described below be incorporated into the project to avoid and minimize potential impacts to the species should it occupy the area prior to or during construction. Similar measures are recommended for burrowing owl. Following the negative results of the focused surveys for Mohave ground squirrel; no additional recommendations were made to address Mohave ground squirrel.

Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are:

Desert Tortoise

BIO-1: **A clearance survey shall be conducted for desert tortoise prior to construction per USFWS guidelines (guidelines are summarized in the NRAI report). The clearance survey shall be completed no more than 30 days prior to the start of ground disturbance. If animals are found resident on-site, consultation with the CDFW and USFWS will be required. Implementation of avoidance/minimization mitigation measures and/or a take permit and compensatory mitigation shall be implemented as agreed to by the Project Proponent and the regulatory agencies.**

BIO-2: **During construction, if desert tortoise wanders onto the site in the absence of an exclusion fence, all construction shall be halted. The Project Proponent shall notify the Planning Department of the incident. Construction shall resume only after the animal leaves the area on its own.**

BIO-3: **All construction personnel connected with the project or working on-site shall be required to attend and education course on the desert tortoise. The course should be given by a qualified desert tortoise biologist. The course should be given prior to the start-up of construction work. At a minimum, the course should cover the following:**

- **General behavior and ecology of the tortoise**
- **Distribution of the desert tortoise**
- **Sensitivity to human activities**
- **Status of the desert tortoise under state and federal endangered species acts**
- **Restrictions and guidelines that must be followed by all construction personnel**
- **Penalties and fines for harming desert tortoise**
- **Reporting requirements**
- **Project protective mitigation measures**

Burrowing Owl

BIO-4: **The project proponent shall conduct a take avoidance survey no less than 14 days prior to initiating ground activities on the project area to determine if burrowing owls are nesting on site. If burrowing owl are found during the take avoidance survey, follow up surveys by a CDFW approved biologist and implementation of avoidance measures, preparation of a Burrowing Owl Mitigation and Monitoring Plan, and compensatory in consultation with the CDFW mitigation may be required.**

5. IV b) **No impact.** No riparian vegetation was documented within the Project Site during the biological resources survey. The Proposed Project would not have an adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service because these resources do not occur on-site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

IV c) **No impact.** No wetlands as defined by Section 404 of the Clean Water Act occur on the site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

IV d) **Less than significant.** Under existing conditions approximately 80 acres of the Project Site are fenced and do not allow for wildlife movement. The approximately 30 acres on the south allow for movement limited by the chain-link fence of the 80-acres to the north and sporadic development to the west and south. A desert drainage along the eastern property boundary has been developed into an open ditch as part of the City's Master Plan of Drainage and no longer serves as a wildlife corridor. Due to the proximity of the undisturbed 30 acres to the previously developed site, it was concluded that the implementation of the project will not result in significant habitat fragmentation. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IV e) **Less than significant.** Joshua trees and silver cholla were recorded within the 30 undisturbed acres. Removal of these species is regulated under the California Desert Native Plants Act and Division 8, Chapter 88.01: Plant Protection and Management of the San Bernardino County Development Code. The City of Adelanto enforces native plant protection measures as described in the County Development Code. Prior to obtaining a grading permit the Project Proponent would be required to submit an application for a Native Vegetation Removal Permit and Joshua Tree Survey to the City's Planning Department. A survey completed by the City's Engineering Department would identify all Joshua Trees and other native vegetation requiring transplantation and issue a vegetation removal permit for all other vegetation. Transplantation of all Joshua Trees and other vegetation noted on the permit as requiring transplantation must be performed under the supervision of an experienced/City-approved arborist. Prior to the required transplantation of any native vegetation, a transplantation plan must be submitted to the City of Adelanto. After transplantation, the City may inspect the transplanted specimens to assure that transplantation has been performed appropriately. As part of its approval process through the City the Proposed Project will include a native plant survey and ultimately a transplantation plan. Implementation of the project is not anticipated to conflict with local policies or ordinances biological resources. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IV f) **No impact.** The Project Site is not located within a Natural Community Conservation Plan as identified in the latest California Regional Conservation Plans map published by the California Department of Fish and Wildlife (March 2014). The Project Site is located within the planning boundaries of the West Mojave Plan HCP, a federal land use plan adopted by the BLM in 2006 for the conservation of the desert tortoise, the Mohave ground squirrel, and over 100 other

sensitive plants and animals, and their natural communities. The West Mojave Plan provides a streamlined program for complying with the requirements of CESA and FESA. However, to date no approvals or implementation plans have been approved by CDFW; therefore, the plan applies only to public lands under the jurisdiction of BLM. The Project Site is also located within the planning boundaries of the Desert Renewable Energy Conservation Plan (DRECP) NCCP/HCP. The DRECP is currently a proposed plan, a final draft of the document has not been approved, and no implementing agreements have been issued. No other NCCP/HCPs are known in the area, the Proposed Project is not anticipated to conflict with approved local, regional, or State implemented habitat conservation plans. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
V. CULTURAL RESOURCES - Would the project				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

SUBSTANTIATION

A Phase I Cultural Resources Investigation of the Project Site was completed by McKenna et al. (April 2015). The cultural resource investigation included the following tasks: (1) archaeological records search, (2) Native American consultation, (3) paleontological overview, (4) historic background research, (5) field studies, and (6) analysis and report preparation. The findings of the Cultural Resources Investigation are summarized here in.

V a-b) **No impact.** Historic property records show that no improvements were reported to have occurred in the Project Site until 2007. Aerial photography confirmed that up until 2006, the project site's 110 total acres remained unimproved. Hanson Structural Precast Pacific, Inc. held title to the 80-acre parcel fronting Holly Road from 2007-2012; it is presumed that improvements in this portion of the Project Site occurred sometime in 2007. Pedestrian surveys of the 111-acre Project Site were conducted on March 3 and 4, 2015 and April 9, 2015. During the field surveys it was confirmed that the significant disturbances within the project area are all modern and post-date 2006. No evidence of historic structural remains was identified within the property.

Scant evidence of cans (utility and food) were identified during the field survey scattered through the area (less than 20 cans in over 111 acres). As described in the report, the cans are representative of items deposited over many years (historic and modern cans). Additionally the items were not concentrated, but scattered over a wide area and without context. Some appeared to have blown into the area, others likely discarded, but not associated with any identified property owner or complex. The cans are all standard items indicative of the 20th century, lack

context and spatial integrity, and are not considered significant artifacts. No mitigation measures related to these resources are recommended, as no impacts are anticipated.

The Phase I Cultural Resources Report concluded that no prehistoric uses were identified within the Project Site. It is also considered highly unlikely that historic resources will be found in a buried context within the property. Based on its research and field investigations, McKenna et al. concluded that approval of the Proposed Project would not result in any adverse impacts to known or potentially significant historical, prehistoric, or archaeological resources and that no mitigation measures are warranted. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

V c) **Less than significant.** A paleontological overview was completed as part of the Phase I Cultural Resources Investigation. As described in the report the Project Site is dominated by the presence of younger alluvium deposits derived from the erosion of the north-facing slopes of the San Gabriel Mountains. These deposits have not been associated with fossil specimens. The Project Site is not considered sensitive for paleontological resources. The Cultural Resources Investigation recommends that a paleontological monitor be considered if deep excavation associated with earthwork for development will impact older alluvial deposits. According to the proposed grading plan, earthwork activities will impact the upper 10 feet. No impacts to older alluvial deposits are anticipated; therefore no impacts to paleontological resources are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

V d) **Less than significant.** Construction activities, particularly grading, soil excavation and compaction, could adversely affect unknown buried human remains. Per State Health and Safety Code 7050.5, if human remains are encountered during construction, no further disturbance shall occur until the San Bernardino County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The San Bernardino County Coroner must be notified within 24 hours by the project contractor if a discovery is made on-site. If the County Coroner determines that the remains are not historic, but pre-historic, the Native American Heritage Commission (NAHC) must be contacted to determine the most likely descendant for the area. Once the most likely descendent is determined, treatment of the Native American human remains will proceed pursuant to Public Resources Code Section 5097.98. The NAHC may become involved with decisions concerning the disposition of the remains. Should remains be uncovered during excavation or site preparation, appropriate authorities would be contacted as required by State law; therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
VI. GEOLOGY AND SOILS - Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map Issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☒	☐
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 181-B of the California Building Code (2001) creating substantial risks to life or property?	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

SUBSTANTIATION

A report documenting the findings of a Geotechnical Investigation was prepared by Merrell Johnson Companies (May 2015). The purpose of the investigation was to evaluate surface and subsurface

conditions of the Project Site and provide recommendations for earthwork, design and construction of proposed structure foundations and site improvements. A total of 11 test borings to depths ranging from 5 to 50 feet below the existing ground surface were analyzed. The results of the Geotechnical Investigation are referenced herein.

VI a) i) **Less than significant.** Per the City of Adelanto General Plan, the City of Adelanto is generally located in a seismically active region of Southern California. The Helendale Fault is located east of the city and the San Andreas Fault is located south of the city. These faults may generate potentially damaging earthquakes that could result in property damage, injury, or loss of life. No Alquist-Priolo Earthquake Fault Zoning Map has been prepared by the State Geologist for the Adelanto USGS Quadrangle and no earthquake faults are known to occur in the immediate vicinity of the Project Site. The Proposed Project is not anticipated to expose people or structures to potential adverse effects related to the rupture of a known earthquake fault. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

ii) **Less than significant.** The Project Site is located in a seismically active region of Southern California and may be subject to seismic ground shaking during the project lifetime. The City of Adelanto requires a Design Review for all development projects involving the issuance of a building permit, including the construction of structures on vacant property. Title 14 of the City's Development Code includes provisions implementing the California Building Code and other relevant codes defining the minimum standards of the city to "safeguard life or limb, health, property, and public welfare by regulating the design, construction, quality of material, use and occupancy, location and maintenance of buildings, equipment, structures, and grading within the City" (Development Code 14.10.020). Implementation of the requirements in Title 14 of the Development Code through the Design Review process would ensure that potential impacts related to seismic ground shaking are less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

iii) **No impact.** The Project Site is relatively flat and there are no prominent landforms in the immediate vicinity. No groundwater was encountered in the test borings completed by Merrell Johnson. The groundwater level is expected to be very deep below the site and not within the upper 50 feet; as such, no impacts related to seismic-related ground failure, including liquefaction are anticipated. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

iv) **No impact.** The Project Site is relatively flat and there are no prominent landforms in the immediate vicinity. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VI b) **Less than significant.** Development of the facility will include the construction of various structures including a production building, warehouse, maintenance shop, offices and other

ancillary buildings. To minimize the potential for erosion, approximately half of the site will be paved with permeable decomposed granite and used as a storage yard. A portion of the site would be developed with a detention pond for the retention of onsite stormflow. Any erosion would be retained onsite at the detention pond. Less than significant impacts related to loss of topsoil or erosion are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

VI c) **Less than significant.** The Project Site is located in a generally seismic active region of Southern California. The project is subject to a Design Review prior to issuance of grading and building permits. The California Building Code and relevant codes would be enforced through the Design Review process. Implementation of the relevant building code requirements as required through the City's Design Review will ensure that less than significant impacts related to landslide, lateral spreading, subsidence, liquefaction, or collapse occur. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

VI d) **Less than significant with mitigation incorporated.** Based on the results of the boring data collected by Merrell Johnson, the site is underlain by about 10 to 15 feet of medium dense to dense silty sand. Typically, stiff to very stiff sandy silt of low plasticity underlies the upper sands to depths on the order of 25 feet. Below this depth, the soils are mainly medium dense to very dense silty sands with occasional layers of stiff to very stiff sandy silt and thin lenses of relatively clean poorly graded sand. Based on the soil types encountered and the nature of the materials determined by laboratory testing, Merrell Johnson determined that the on-site soils have a very low potential for expansion. Enforcement of the California Building Code regulations through the City's Project Review will avoid significant impacts involving expansive soils. Possible significant adverse impacts have been identified or anticipated and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measure is:

GEO-1: In order to detect undesirable materials or conditions and soft areas that may be encountered in the construction area, all site preparation and fill placement should be continuously observed and tested by a representative of a qualified geotechnical engineering firm. The engineering firm that provides observation and testing during construction shall assume the responsibility of "geothechnical engineer of record" and, as such, shall perform additional tests and investigation as necessary to satisfy themselves as to the site conditions and the recommendations for site development.

VI e) **No impact.** The Proposed Project includes the extension of sewer services to the site, no septic tanks are proposed. No impacts are anticipated related to soils and their ability to support proposed sewer systems. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
VII. GREENHOUSE GAS EMISSIONS - Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.	☐	☐	☒	☐
b) Conflict with an applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gases.	☐	☐	☒	☐

According to CEQA Guidelines section 15064.4, when making a determination of the significance of greenhouse gas emissions, the "lead agency shall have discretion to determine, in the context of a particular project, whether to use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use." Moreover, CEQA Guidelines section 15064.7(c) provides that "a lead agency may consider thresholds of significance previously adopted or recommended by other public agencies or recommended by experts" on the condition that "the decision of the lead agency to adopt such thresholds is supported by substantial evidence."

The City of Adelanto has not adopted Greenhouse Gas (GHG) thresholds of significance therefore, the MADAQMD threshold will be utilized. The following is based on an Air Quality Assessment prepared by Lilburn Corporation, March 2015.

VII a) **Less Than Significant Impact:** Per CEQA guidelines, new project emissions are treated as standard emissions, and air quality impacts are evaluated for significance on an air basin or even at a neighborhood level. GHG emissions are treated differently, in that the perspective is global, not local. Therefore, emissions for certain types of projects might not necessarily be considered as new emissions if the project is primarily population driven. Many gases make up the group of pollutants that are believed to contribute to global climate change. Currently three gases are evaluated: Carbon dioxide (CO_2) Methane (CH_4) and Nitrous oxide (N_2O). The CalEEMod model was used to determine emissions from GHGs. Project GHG emissions are shown in Tables 3 and 4, construction and operational emissions, respectively.

Table 3
Construction Emissions Summary
Greenhouse Gases
(Tons/yr)

Source/Phase	CO_2	CH_4	N_20
Site Preparation	211.7	0.0	0.0
Grading	330.8	0.0	0.0
Building Construction	460.7	0.0	0.0
Paving	25.0	0.0	0.0
Architectural Coating	2.0	0.0	0.0
Total	1,030.2	0.0	0.0
Total $MTCO_2e$	**1,032.2**		
MDAQMD Threshold	100,000		
Significant	**No**		

Source: Air Quality Assessment, October 2015

Table 4
Operational Emissions Summary
Greenhouse Gases
(Tons/yr)

Source	CO_2	CH_4	N_2O
Area	0.0	0.0	0.0
Energy	913.7	0.0	0.0
Mobile	1,484.3	0.2	0.0
Waste	46.5	2.7	0.0
Water	172.8	1.4	0.0
Concrete Batch Plant[1]	0.0	0.0	0.0
Total Tons Per Year	**2,617.3**		
MDAQMD Threshold (tons)	100,000		
Significant	**No**		

Source: Air Quality Assessment, October 2015

As shown in Tables 3 and 4, GHG emissions are not anticipated to exceed the MDAQMD threshold. Therefore, less than significant impact is anticipated.

VII b) **Less Than Significant Impact:** There are no existing GHG plans, policies, or regulations that have been adopted by CARB or MDAQMD that would apply to this type of emissions source. It is possible that CARB may develop performance standards for Project-related activities prior to Project construction. In this event, these performance standards would be implemented and adhered to, and there would be no conflict with any applicable plan, policy, or regulation; therefore, impacts would be less than significant, and no mitigation would be required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:				
a) Create a significant hazard to the public or the Environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☒	☐
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

SUBSTANTIATION

VIII a) **Less than significant.** Construction and operational activities may involve use of petroleum-based fuels, lubricants, solvents, and other such materials. The construction phase may include the transport of gasoline and diesel fuel to the Project Site and onsite storage for the sole purpose of fueling construction equipment. All transport, handling, use and disposal of substances such as petroleum products, solvents, and paints related to construction and operations will comply with Federal, State, and local laws regulating the management and use of hazardous materials. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

VIII b) **Less than significant.** Hazardous materials and hazardous waste programs are managed by the San Bernardino County Fire Department Certified Unified Program Agency (CUPA). The CUPA is charged with the responsibility of conducting compliance inspections for regulated facilities within San Bernardino County that handle hazardous material, generate or treat a hazardous waste and/or operate an underground storage tank. The CUPA administers permits, inspection activities, and enforcement activities. The use of hazardous materials for operation of the facility would be regulated by the CUPA through a Hazardous Materials Release Response Plan and Inventory (Business Plan). Compliance with the CUPA permit requirements would reduce potential impacts to a level less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

VIII c) **No impact.** The Project Site is not located within one-quarter mile of an existing or proposed school. The Proposed Project will have no impact. Therefore, no impacts are identified or anticipated and no mitigation measures are required

VIII d) **No impact.** As shown on the EnviroStor database compiled by the California Department of Toxic Substances Control, the Project Site is not located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The Project Site is not located on a clean-up site or in a location where corrective action is required; therefore, implementation of the project would not create a significant hazard to the public or the environment.

An Environmental Site Assessment (ESA) of the Project Site was completed by Lilburn Corporation (May 2015). The purpose of the ESA was to assess historical uses at the site specifically relating to the presence of a Recognized Environmental Condition (REC) such as hazardous materials or petroleum products. The ESA did not identify evidence of a REC onsite and no further assessment of the site was recommended. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VIII e) **No impact.** The Project Site is located approximately five miles southwest of the Southern California Logistics Airport. The Project Site is not located within the airport land use plan. Implementation of the Project would not result in a safety hazard for people residing or working

in the project area. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VIII f) **Less than significant.** The Project Site is located immediately east of the Adelanto Airport, a privately owned airstrip with two unpaved runways. One extends north-south and is 3,930 feet long and 100 feet wide. The other extends east-west and is 5,100 feet long and 100 feet wide. Use of the Adelanto airstrip is exclusively private and permission is required prior to any aircraft landing. Use of the facility is irregular. All flight plans are required to be cleared with the Southern California Logistics Airport, located approximately five miles northeast of the Project Site, in order to avoid conflicting traffic. Due to the private nature of the airstrip, irregularity of flight scheduling, and coordination with SCLA, impacts related to safety hazards at the Adelanto Airport are considered less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

VIII g) **No impact.** Project approvals from the San Bernardino County Fire Department CUPA involve the requirement for a business emergency plan outlining site evacuation and emergency situation protocols. Implementation of the project would not impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan. The project will have no impact. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VIII h) **Less than significant.** The Project Site is surrounded by vacant desert land to the south and east and will develop an interface with wildlands. The City of Adelanto Municipal Code Chapter 14.20 adopts the 2013 edition of the California Fire Code making all provisions of it applicable in the City of Adelanto. Applicable provisions of the Fire Code implemented into the project design will reduce the risk of loss, injury, or death involving wildland fires to a level less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
IX. HYDROLOGY AND WATER QUALITY - Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level, which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structure that would impede or redirect flood flows?	☐	☐	☐	☒

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

SUBSTANTIATION

IX a) **Less than significant.** A Hydrology Study for the Adelanto Plant Site Development dated March 30, 2015 was prepared by Merrell Johnson Companies. As described in the hydrology study, existing topography of the site slopes from the southwest towards the northeast at approximately 1.5%. The surveyors found evidence of small flows in the form of sheet flow across the project area and an existing drainage ditch along the eastern property boundary. The drainage ditch follows the historical course of a blue line stream delineated in the Adelanto Master Plan of Drainage as Channel 3A. As shown on Figure 3: Facility Master Plan, the site design includes a detention basin at the facility's northeast corner. The site has been designed to direct all storm runoff generated onsite to flow into the detention basin; therefore no impacts to water quality standards are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IX b) **Less than significant.** According the City of Adelanto Water Department Annual Water Quality Report 2013, approximately 5.2 million gallons of water are pumped daily from a combination of ten (10) City wells. The project is subject to a Design Review prior to issuance of grading and building permits. A water feasibility study or a will serve letter, depending on the projected water demand, will be required from the City Water Department as part of the Design Review process to ensure that the City of Adelanto Water Department has adequate water supply to service the Proposed Project. Less than significant impacts are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IX c-d) **Less than significant.** A blue line desert wash occurs outside of the project area near the eastern boundary. On the eastern boundary the wash is channelized into a ditch that crosses under Holly Road and continues in a ditch until it releases back to a natural channel north of Rancho Road/Powerline Road. The natural and channelized portions of the channel are identified in the City of Adelanto General Plan Land Use/Zoning Map as an as a "Drainage/Open Space Corridor." The channel is part of the City of Adelanto Master Plan of Drainage and must be maintained for storm runoff. The Proposed Project includes improvements to the drainage channel. The improved channel has been designed to carry a 100-year event (Q-100) capacity of 888 cfs. The channel will be seven (7) feet deep and will have a 20-foot earthen bottom width with concrete side slopes at a 2:1 slope, and an access road maintained on the channel's west side.

As described in the Hydrology Study, offsite storm runoff flows are tributary to the western and southern boundaries of the project. The existing master plan drainage enters the site approximately at the southeast corner of the site and flows northward, parallel to the proposed right-of-way for Koala Road. Runoff flows tributary to the southern boundary will be intercepted

within the Project Site along the southern boundary and conveyed eastward within their historical flow lines to the master plan drainage channel on the east. Runoff flows tributary to the western site boundary will be intercepted within the street improvements of Beaver Road and conveyed northward in their historical flow lines past the Project Site. Ultimately, all flows will be conveyed within the eastern drainage as designed in the City of Adelanto Master Plan of Drainage. Implementation of the Proposed Project would not substantially alter the existing drainage pattern of the Project Site or immediate vicinity including the natural drainage that comprises part of the City of Adelanto Master Plan of Drainage. Less than significant impacts are anticipated related to the proposed improvements. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

IX e) **Less than significant.** The proposed facility would not generate runoff that exceeds the capacity of the storm water drainage system. The site design includes a detention basin with a capacity of 25,000 cf. All runoff generated onsite would be contained within the detention basin and/or accommodated by the improved storm drain on the eastern boundary of the Project Site. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

IX f) **No impact.** The Proposed Project would not otherwise degrade water quality; refer to Section IX(a).

IX g) **No impact.** The Project Site is mapped in FEMA's Flood Insurance Rate Map Number 06071C5790H. The Project Site is mapped in "Zone D." Zone D is defined as areas in which flood hazards are undetermined but possible; no potential for flood is quantified. The Proposed Project does not include any housing. Production buildings, warehouses, and supporting services buildings will be designed to meet all applicable regulations of the California Building Code. No impacts related to flood hazards are anticipated. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

IX h) **No impact.** The Hydrology Study identified evidence of sheet flow across the Project Site. Although flood hazards are undetermined in the FEMA Flood Insurance Rate Map, the Hydrology Study states that structures should be elevated above the existing terrain to protect them from storm runoff in the form of sheet flows. The facilities internal drainage has been designed to convey storm runoff to a detention basin on the site's northeast corner and toward the historical drainage on the east. Development of the site would not impede or redirect flows from a 100-year storm. Therefore, no impacts are identified or anticipated and no mitigation measures are required

IX i-j) **No impact.** No levees, dams, or large bodies of water are located near the Project Site. The Proposed Project does not include any habitable structures that would expose people or structures to significant loss associated with flooding. The Project Site is not located in a coastal area, near a large body of water, or in a hillside area; and therefore, would not be subject to seiche, tsunami, or mudflow. No impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
X. LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

SUBSTANTIATION

X a) **No impact.** The Project Site is located in the Manufacturing/Industrial zone of the City of Adelanto's Land Use/Zoning Map. The Manufacturing/Industrial zone comprises a wide corridor through the City that stretches west to east across the City. The Proposed Project is centrally located within the Manufacturing/Industrial zone, on the south side of Holly Road between Beaver Road and Koala Road. Existing manufacturing and industrial uses occur to the north and west, land to the south and east is vacant. The Proposed Project is consistent with the existing zoning and surrounding land uses and will not physically divide an established community. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

X b) **No impact.** The Proposed Project is consistent with the existing land use zoning and general plan policy. The project is not anticipated to conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project. The Adelanto North 2035 Comprehensive Sustainable Plan was adopted by the City of Adelanto on August 27, 2014. The Plan promotes sustainable desert development in a 27 square-mile area that includes portions of the City of Adelanto and unincorporated San Bernardino County. The southern boundary of the plan area is defined by Holly Road. The Project Site is located south of Holly Road and therefore is located outside of the Plan area. The Proposed Project will not conflict with the Adelanto North 2035 land use plan. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

X c) **No impact.** The Project Site is located within the planning area of the West Mojave CDCA Plan Amendment. The West Mojave CDCA Plan Amendment was adopted by the BLM in 2006. The Record-of-Decision applies only to 3.3 million acres of BLM-managed lands. To date no approvals have been issued for the Habitat Conservation Plan component by the USFWS or the CDFW. The Project Site is located on private property outside of the BLM management; therefore the West Mojave Plan does not apply. Additionally, the Project Site is located within

the boundaries of the Desert Renewable Energy Conservation Plan (DRECP) NCCP/HCP. At the time of writing the DRECP is a proposed plan and no implementing agreements have been issued. No conflicts related to applicable land use plans or NCCPs/HCPs are anticipated. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XI. MINERAL RESOURCES - Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

XI a) **No impact.** The City of Adelanto General Plan states that minimal extraction has occurred within the planning area; however, many portions of the Planning Area have the potential for mineral and resource extraction. The Department of Conservation DMG Open File Report 94-04 for Victorville-Barstow Region identifies the general vicinity of the planning area as MRZ-4. The MRZ-4 classification applies to areas of no known mineral occurrences where geologic information does not rule out either the presence or absence of significant mineral resources. Significant mineral resources are identified in the vicinity of the City. Per the Department of Conservation report, the most important commodities in the study area are those related to the production of cement and include; limestone, silica, and alumina. Quartzite Mountain and Black Mountain are identified as the two major limestone-producing areas. The Project Site is not located in areas identified as major regional resources and implementation of the project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XI b) **No impact.** The Project Site is not delineated in the General Plan or in the State Geologist Maps as an area of locally important mineral resources. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XII. NOISE - Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

SUBSTANTIATION

XII a) **Less than significant with mitigation incorporated.** Acceptable and unacceptable noise levels in the City of Adelanto are defined in Table VIII-2, "Land Use Compatibility Guidelines Related to Noise Exposure" in the City's General Plan. Per Table VIII-2 of the General Plan, acceptable noise levels in manufacturing and production land uses for general manufacturing may range from 65-70 CNEL; noise levels of 70 – 75 CNEL and 75 CNEL and above are compatible with implementation of noise level reduction design features incorporated into the project. Scattered residential development occurs west of the Project Site within the Airport Park land use designation, approximately two residences are located south of the Project Site within the

Manufacturing/Industrial land use designation. Table VIII-2 of the General Plan does not identify the Airport Park land use category therefore it is assumed that the guidelines applicable at the Project Site are also applicable within the Airport Park designation.

Noise generation related to construction activities is addressed in Section 17.90.020(d) of the City's Municipal Code: the Municipal Code requires construction projects to list general noise reduction practices as "General Notes" on the construction drawings. As part of the Project's conditions of approval (COA), the following notes must be included in the engineering plan's general notes and implemented during construction:

COA 1 Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. to dusk on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g. interior painting) are not subject to these restrictions. City and State construction projects, such as road re-building or resurfacing, and any construction activity that is in response to an emergency, shall be exempt from this requirement.

COA 2 Stationary construction equipment that generates noise in excess of sixty-five (65) dBA at the project boundaries must be acoustically shielded and located at least one hundred (100') from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

COA 3 Construction routes are limited to City of Adelanto designated truck routes.

Construction activities during development of the Project Site could include site preparation (e.g. excavation, grading, and clearing), trenching, pouring of concrete foundations, paving, erection of structures and exterior enclosures, interior improvements, equipment installation, finishing, and clean up. No pile driving or rock blasting is anticipated to occur.

Typical construction equipment that may be used during construction activities at the Project Site includes backhoes, excavators, front-end loaders, concrete pump trucks, and cranes. Noise levels associated with these types of equipment generally range from 80 to 85 dBA Leq at a distance of 50 feet. Noise levels of primary concern typically occur during the site preparation and excavation phases because the equipment used for clearing, grading, excavating, and removing material from a particular site typically generate the highest noise levels (approximately 85 dBA at 50 feet) and their operation is exposed in the open air.

The closest sensitive receptor to the Project Site is a residential property located north of the airport runway approximately 450-feet west of the property boundary within the Airport Park land use designation. Adjacent land uses on the north are all manufacturing/industrial.

Sound levels decrease as a function of distance; therefore it is anticipated that the nearest sensitive receptor at 450-feet would not experience noise levels related to construction that exceed the standards of the General Plan. However, in order to reduce potential impacts to the maximum extent practicable the following mitigation measures shall be implemented during construction in addition to the COA's as described above.

Mitigation Measures

NOI-1: Construction equipment shall be properly maintained in accordance with manufacturer's specifications and shall be fitted with the best available noise suppression devices (e.g. mufflers, silencers, wraps). All impact tools shall be shrouded or shielded, and all intake and exhaust ports on power equipment shall be muffled or shielded.

NOI-2: Construction equipment shall not idle for extended periods of time (no more than 5 minutes).

NOI-3: Stationary equipment (compressors, generators, and cement mixers) shall be located as far from the west project boundary as feasible.

Major noise sources associated with the Clark Pacific operations at the Project Site primarily consist of: concrete batch plant, concrete vibrators, mobile cranes, and forklifts. During operation, on-site activities may include 24-hour operation of the facility including many of the ancillary uses identified on the Facility Master Plan (e.g. batch plant and concrete vibrators). Previous monitoring of 24-hour operations at the existing Clark Pacific production facility in West Sacramento indicates that anticipated operation noise levels are equivalent to 75 dBA Ldn at an approximate distance of 100 feet from the source (Clark Pacific Expansion Project DEIR, Yolo County, March 2012). As shown on the Facility Master Plan, the production building will be located along the western property boundary approximately 800 feet away from the nearest residence. The proposed batch plants are located east of the production building and noise associated with these aspects of operation would be shielded and attenuated by the production building. Sound levels up to 75 dBA Ldn may occur up to 100 feet from the source; however, because sound levels decrease as a function of distance and because sound sources would be either contained within the production building or shielded by it, sensitive receptors located 450-feet or further from the noise sources are not anticipated to experience noise in excess of 75 dBA Ldn. Table VIII-2 of the General Plans requires that noise level reduction measures be implemented if exterior noise levels exceed 65 CNEL and interior noise levels exceed 45 CNEL. In order to mitigate potential impacts to a level less than significant the following mitigation measure shall be implemented.

NOI-4: Coordinate with local landowners and provide noise reduction. Within 60 days of approval of the Proposed Project, the Project Applicant shall coordinate with the landowners of residential property west of Beaver Road to measure interior and exterior noise levels over a 72 –hour period.

If the results of the noise monitoring indicate that noise levels do not exceed 65 dBA (exterior) or 45 dBA (interior), no mitigation shall be required. If the results of the noise survey indicate that exterior noise levels exceed 60 dBA, or interior noise levels exceed 45 dBA, the project applicant shall coordinate with the landowners regarding potential noise reduction measures such as new siding, insulation, windows, or a noise-insulating barrier no less than 6-feet in height across the frontage of the property(s), as necessary to achieve an interior noise level of no more than 45 dBA.

Possible significant adverse impacts have been identified or anticipated and the mitigation measures as described above are required as a condition of project approval to reduce these impacts to a level below significant.

XII b) **No impact.** The City of Adelanto Development Code states that "no ground vibration shall be allowed which can be felt without the aid of instruments at or beyond the subject property line, nor will any vibration be permitted which produces a particle velocity greater than or equal to two-tenths of an inch per second at or beyond the lot line" (Development Code Section 17.90.030(a)). Site preparation will not require pile driving or rock blasting therefore no impacts to ground vibration during construction are anticipated. In order to identify potential ground vibration impacts related to the on-site concrete vibrators and batch plants, Bollard Acoustical Consultants collected data in 2012 at the Pacific Clark West Sacramento; Bollard concluded that no discernable vibration occurs at 200 feet from the concrete vibrators or batch plants. The nearest sensitive receptor is located approximately 450 feet west of the facility. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XII c) **Less than significant impact with mitigation incorporated.** Refer to Section XII(a) above.

XII d) **Less than significant impact with mitigation incorporated.** Refer to Section XII(a) above.

XII e) **No impact.** The Project Site is located approximately five miles southwest of the Southern California Logistics Airport (SCLA). Due to distance, the SCLA is not anticipated to result in noise impacts at the Project Site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XII f) **Less than significant.** The Project Site is located less than ¼-mile east of the Adelanto Airport. The Adelanto Airport is a privately owned airstrip with two unpaved runways. One extends north-south and is 3,930 feet long and 100 feet wide. The other extends east-west and is 5,100 feet long and 100 feet wide. Use of the Adelanto airstrip is exclusively private and permission is required prior to any aircraft landing. Use of the facility is irregular. All flight plans are required to be cleared with the Southern California Logistics Airport, located approximately five miles northeast of the Project Site, in order to avoid conflicting traffic. Due to the private nature of the airstrip, irregularity of flight scheduling, and coordination with SCLA, impacts related to aircraft operations noise at the Adelanto Airport are expected to be less than

significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XIII. POPULATION AND HOUSING - Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

SUBSTANTIATION

XIII a) **Less than significant.** The Proposed Project will generate approximately 300 jobs. It is anticipated that 225 of those jobs will be filled by existing Clark Pacific employees and 75 would be new hires. As of the 2010 Census a total of 9,086 housing units were reported in the City of Adelanto. Of those, 7,809 were reported as occupied and 1,277 were reported vacant; at the time of the census, 462 were recorded as available for rent and 323 were reported available for sale. The project will generate new job opportunities in the City; available positions are expected to be filled by the local labor pool. However, should the facility attract new resident to the area due to employment opportunities, it is expected that any demands for housing will be accommodated by the existing housing inventory and would not require construction of new housing units or extension of roads or infrastructure. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XIII b) **No impact.** The Proposed Project is the construction of an approximately 111-acre concrete casting facility within the City of Adelanto Manufacturing/Industrial zone district. The site is currently vacant. Existing manufacturing and industrial developments occur to the north and to the west. Development of the project would not displace substantial numbers of existing housing because no housing currently exists on the site. The project would not necessitate the construction of replacement housing elsewhere. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XIII c) **No impact.** The Proposed Project would not displace substantial numbers of people and will not necessitate the construction of replacement housing elsewhere. The Proposed Project is anticipated to generate employment opportunities for approximately 300 people. Potential new hires are anticipated to come from the City and region's existing labor pool. Therefore, implementation of the project would not displace substantial number of people or necessitate the construction of replacement housing elsewhere. No impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XIV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?	☐	☐	☒	☐
Police Protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other Public Facilities?	☐	☐	☒	☐

SUBSTANTIATION

XIV a) Fire Protection: **Less than significant.** Fire services at the site are provided by the San Bernardino County Fire Department. The closest fire station is located approximately two miles northeast of the site on Rancho Road. The station is staffed daily with three personnel. A paid call firefighter program is in place to assist with additional staffing when necessary. Equipment available at the station includes; one Type 1 fire engine, one hazmat unit, one reserve Type 1 fire engine, one brush patrol, and one water tender. The Proposed Project includes the extension of water utilities to the site and will include fire hydrants in the public right-of-way and within the facility. Development of the site is not anticipated to have a significant demand on fire services; the project would not significantly impact service ratios or response time and would not require construction of new fire protection facilities. Less than significant impacts related to fire protection services are anticipated during the life of the project. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

Police Protection: **Less than significant.** Police services at the site are provided by the San Bernardino County Sheriff. The Adelanto Sheriff Station is located approximately 4-5 miles northeast of the Project Site on Bartlett Avenue. The Proposed Project will generate employment opportunities for approximately 300 people; it is anticipated that 75% of employees will relocate from existing Clark Pacific Facilities and 25% will be new hires. Manufacturing and industrial uses occur to the north and west. Development of the site and addition of new employees is not

anticipated to result in a significant increased demand for police services. Impacts to police services are expected to be less than significant during the life of the project. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

Schools: **Less than significant.** The Project Site is served by the Adelanto Elementary School District and by the Victor Valley Union High School District. The Proposed Project is anticipated to generate approximately 300 new jobs in the City. However, these jobs are expected to be filled by the local available labor force and little to no relocations are anticipated. The Proposed Project is not anticipated to result in population growth that would generate a significant new number of students in the region. The project would have less than significant impact on the existing school service ratios and would not require the construction of new school facilities. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

Parks: **Less than significant.** Development of the proposed concrete casting facility will have no direct impacts on local or regional park resources because no parkland occurs at the site or in its immediate vicinity. The City of Adelanto maintains and operates six public park facilities totaling 36.4 acres (City of Adelanto, March 2014). All parks are located in the northern portion of the City within the Adelanto North 2035 planning area. In addition to City parks, other recreational grounds in the city include a privately owned and operated motocross park for dirt bikes and the El Mirage Off-Highway Vehicle Recreation Area operated by the Bureau of Land Management. The Proposed Project would not have a direct impact on area parks and is not anticipated to generate new residents to the region that would adversely impact available park resources or that would generate demand for additional parkland. Less than significant impacts related to park resources are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XV. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

SUBSTANTIATION

XV a) **Less than significant.** The City of Adelanto maintains and operates six public park facilities totaling 36.4 acres (City of Adelanto, March 2014). All parks are located in the northern portion of the City within the Adelanto North 2035 planning area. In addition to City parks, other recreational grounds in the City include a privately owned and operated motocross park for dirt bikes and the El Mirage Off-Highway Vehicle Recreation Area operated by the Bureau of Land Management. The Proposed Project would not have a direct impact on area parks and is not anticipated to generate new residents to the region that would adversely impact available park resources or that would generate demand for additional parkland. Less than significant impacts related to park resources are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XV b) **No impact.** The Proposed Project does not include recreation facilities and does not require the construction or expansion of recreational facilities which may have an adverse effect on the environment. No impacts related to construction of new park facilities would occur. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XVI. TRANSPORTATION/TRAFFIC - Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☒	☐	☐
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☒	☐	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☒	☐
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☒	☐	☐
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

XVI a) **Less than significant with mitigation incorporated.** The traffic issues related to the proposed land uses and development have been evaluated in the context of the California Environmental Quality Act in a Traffic Impact Analysis (TIA) prepared by Kunzman Associates, Inc. (March 30, 2015). The City of Adelanto is the lead agency responsible for preparation of the traffic impact analysis; a series of scoping discussions were conducted with the City of Adelanto to define the desired analysis locations for each analysis year in the TIA. The average daily traffic volume forecasts were determined using the growth increment approach on the *San Bernardino Transportation Analysis Model Year 2008 and Year 2035* average daily traffic volume forecasts. Linear growth between the Year 2008 base condition and the forecast Year 2035 condition was assumed; since the increment years between 2015 and 2035 is 20 years, a factor of 0.74 was used.

Regional access to the Project Site is mainly provided by the US-395. Local access is provided by various roadways in the vicinity of the site. The north-south roadways expected to provide local access include Beaver Road, Koala Road, Bellflower Street, and US-395. The east-west roadways which will be most affected by the project include Rancho Road, Industry Way, Holly Road, Mojave Drive, Palmdale Road, Dos Palmas Road, and Luna Road.

A total of 14 study intersections were identified and analyzed in the TIA, including the four gates that provide access to the Project Site. Study intersections in the circulation system included:

- Beaver Road (NS) at:
    - Holly Road (EW)
- Koala Road (NS) at:
    - Rancho Road (EW)
    - Industry Way (EW)
    - Holly Road (EW)
- Bellflower Street (NS) at:
    - Rancho Road (EW)
- US-395 (NS) at:
    - Rancho Road (EW)
    - Mojave Drive (EW)
    - Palmdale Road (EW)
    - Dos Palmas Road (EW)
    - Luna Road (EW)

TIA Assumptions

Project traffic volumes for all future projections were estimated using employee and truck data obtained from Clark Pacific. The Project Site is proposed to have 300 employees and 25 trucks per day. For purposes of the TIA, the project trucks were increased by twenty-five percent to account for projected operation growth.

During a typical day, the 300 employees are expected to enter the site in the morning and exit the site in the evening. It is assumed that half of the employees will exit and re-enter the site during the day. On a daily basis, there is expected to be 900 employee trips (300 in, 150 out, 150 in, and 300 out).

The City of Adelanto General Plan and Circulation Element have been adopted in accordance with CEQA requirements, and any roadway improvements within the City of Adelanto that are consistent with these documents are not considered a significant impact, so long as the project contributes its “fair share” funding for improvements. A traffic impact is considered significant if the project both: i) contributes measureable traffic to and ii) substantially and adversely changes the Level of Service at any off-site location projected to experience deficient operation under foreseeable cumulative conditions, where feasible improvements consistent with the City of Adelanto General Plan cannot be constructed.

Existing intersection traffic conditions were established through morning and evening peak hour traffic counts obtained by Kunzman Associates, Inc. Explicit peak hour factors were calculated using the data collected.

Under existing conditions existing delay and Level of Service at the study area intersections operate within acceptable Levels of Service during the peak hours. Based on the above assumptions, the Proposed Project is anticipated to generate approximately 1,088 passenger car equivalent daily trips. Table 5 summarizes the expected trip generation.

Table 5
Project Trip Generation

Percentage Splits							
Vehicle Type	Peak Hour						Daily
	Morning			Morning			
	Inbound	Outbound	Total	Inbound	Outbound	Total	
Cars[1]	95%	5%	5%	5%	95%	23%	100%
Trucks[2]	95%	5%	10%	5%	95%	10%	100%
PCE Factors[3]							
Peak Hour							
	Morning			Evening			
	Inbound	Outbound	Total	Inbound	Outbound	Total	
Cars	1	1	1	1	1	1	1
Trucks	3	3	3	3	3	3	3
Trips							
	Peak Hour						
	Morning			Evening			
Cars	43	2	45	10	197	207	900
Trucks	18	1	19	1	18	19	188
Total	61	3	64	11	215	226	1,088

Future Level of Service

<u>Opening Year 2017</u>
For opening year 2017 with project delay Level of Service, the TIA study area intersections are projected to operate at acceptable Levels of Service during the peak hours, except for the intersection US-395 (NS) at Mojave Drive (EW). Without improvements, the intersection is anticipated to operate at LOS E; the addition of a southbound through lane would improve movement at the intersection to LOS D. Additional improvements recommended for Opening Year 2017 include cross street stops at the intersection of Beaver Road (NS) with Holly Road (EW) and at the four Project Site access points.

Year 2035 without Project
Traffic projections for year 2035 without Project conditions indicate that three of the study area intersections would operate at unacceptable LOS F during the peak hours without improvements. Intersections anticipated to operate at unacceptable LOS include:

1. US-395 (NS) at Mojave Drive (EW)
2. US-395 (NS) at Palmdale Road (EW)
3. US-395 (NS) at Dos Palmas Road (EW)

North and southbound lane additions, as identified in the TIA, would result in improvement from unacceptable LOS F to LOS D.

Year 2035 with Project
Traffic projections for the year 2035 with Project traffic indicate that the three intersections identified above would operate at unacceptable LOS F during the peak hours. The intersections would operate at acceptable LOS D during the peak hours with improvements. Recommended improvements by intersection include:

1. US-395 (NS) at Mojave Drive (EW) – addition of:
   - one (1) southbound left turn lane
   - one (1) southbound through lane.

2. US-395 (NS) at Palmdale Road (EW) – addition of:
   - one (1) northbound left turn lane,
   - one and a half (1.5) northbound through lane
   - half (1/2) northbound right turn lane
   - one (1) southbound left turn lane

3. US-395 (NS) at Dos Palmas Road (EW) – addition of:
   - one and a half (1.5) northbound through lane
   - half (1/2) northbound right turn lane
   - one (1) southbound through lane

Implementation of the above listed improvements would result in improved LOS from projected LOS F to LOS D. Improvement recommendations for intersections with projected acceptable LOS include cross street stop signs at all Project Site access gates. Additionally, a traffic signal warrant analysis found that projected 2035 traffic conditions without the Proposed Project warrant a traffic signal at the intersection of Bellflower Street (NS) and Rancho Road (EW). Projected 2035 traffic conditions with project conditions warrant an additional traffic signal at the intersection of Koala Road (NS) and Rancho Road (EW).

The improvements identified within the TIA are consistent with the City of Adelanto General Plan and its Circulation Element. As such, the improvements would not constitute a significant impact, so long as the project contributes its “fair share” funding for improvements. Kunzman

Associates, Inc. identified a fair share cost of approximately $341,700. The dollar figures are rough order of magnitude estimates only and are intended only for the discussion purposes of the TIA, they do not imply any legal responsibility formula for contributions of mitigation.

The TIA identified improvements to the circulation system that would be necessary to maintain acceptable Levels of Service within the study area. In order to ensure that traffic impacts on the circulation system remain at a level less than significant the Project Applicant would contribute fair share funding of improvements as identified in Mitigation Measure TT-1.

Possible significant adverse impacts have been identified or anticipated and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant.

Mitigation Measures

TT-1: The Project Applicant shall pay appropriate development impact fees (fair share) that will go towards the capital improvement program to provide for the implementation of the recommended roadway improvements that will offset potential impacts to the Congestion Management Program intersections as identified in the TIA for the Proposed Project prepared by Kunzman Associates, Inc. and dated March 30, 2015.

XVI b) **Less than significant impact with mitigation incorporated.** See response to XVI (a) above.

XVI c) **Less than significant.** The Proposed Project would not include an air travel component; products transported to and from the Project Site would not be by air. The Project Site is located less than ¼-mile east of the Adelanto Airport. The Adelanto Airport is a privately owned airstrip with two unpaved runways. One extends north-south and is 3,930 feet long and 100 feet wide. The other extends east-west and is 5,100 feet long and 100 feet wide. There are 21 aircraft based at the airport; fifteen single-engine airplanes, three helicopters, two glider planes, and one ultralight craft. Use of the Adelanto airstrip is exclusively private and permission is required prior to any aircraft landing. Use of the facility is irregular. All flight plans are required to be cleared with the Southern California Logistics Airport, located approximately five miles northeast of the Project Site, in order to avoid conflicting traffic. Due to the private nature of the airstrip, irregularity of flight scheduling, and coordination with SCLA, impacts related to aircraft traffic at the Adelanto Airport are expected to be less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVI d) **Less than significant with mitigation incorporated.** The TIA recommended site access driveway improvements and site adjacent roadway improvements (conditions of approval) for the Project as described below. The TIA Exhibit 29 illustrates the on-site and site adjacent recommended roadway lane improvements. Construction of the onsite and site adjacent improvements shall occur in conjunction with Project development activity as required by the City.

Conditions of Approval: Onsite Improvements

The Project Site should provide sufficient parking spaces to meet City of Adelanto parking code requirements in order to service on-site parking demand

Onsite traffic signing and striping should be implemented in conjunction with detailed construction plans for the Project.

Sight distance at each project access should be reviewed with respect to California Department of Transportation/City of Adelanto standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.

Conditions of Approval: Site Adjacent Improvements

Construct Beaver Road from Holly road to the south project boundary at its ultimate half-section width as a Major Collector (80 foot right-of-way) including landscaping and parkway improvements in conjunction with development.

Construct Holly Road from Beaver Road to the east project boundary at its ultimate half-section width as a Major Arterial (100 foot right-of-way) including landscaping and parkway improvements in conjunction with development.

As is the case for any roadway design, the City of Adelanto should periodically review traffic operations in the vicinity of the project once the project is constructed to assure that traffic operations are satisfactory.

As identified in the Project Description of this Initial Study, the Proposed Project includes a proposal for improvements on Beaver Road and Holly Road adjacent to the Project Site, and Koala Road. The additional recommendations from the TIA would be implemented as outlined in Mitigation Measure TT-2.

Possible significant adverse impacts have been identified or anticipated and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant.

TT-2: Onsite traffic signing and stripping shall be implemented in conjunction with detailed construction plans for the Project Site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Adelanto sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.

XVI e) **Less than significant.** The Proposed Project would provide adequate paved access to and from the site. With required adherence to the City requirements for emergency access, impacts would be less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVI f) **No impact.** The Proposed Project would not conflict with adopted policies, plans, or programs regarding public transit, bikeways or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS - Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒	☐
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
f) Be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

SUBSTANTIATION

XVII a) **Less than significant.** A Hydrology Study for the Adelanto Plant Site Development dated March 30, 2015 was prepared by Merrell-Johnson Companies. As described in the hydrology study, existing topography of the site slopes from the southwest towards the northeast at approximately 1.5%. The surveyors found evidence of small flows in the form of sheet flow across the project area and an existing drainage ditch along the eastern property boundary. The drainage ditch follows the historical course of a blue line stream delineated in the Adelanto Master Plant of Drainage as Channel 3A. As shown on Figure 3: Facility Master Plan, the site design includes a detention basin at the facility's southeast corner. The site has

been designed to direct all storm runoff generated onsite to flow into the detention basin and to a surface storm drain on the eastern project boundary. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVII b) **Less than significant.** Wastewater treatment service in the City is provided by the City of Adelanto Water Department. The onsite sewer collection facilities will be designed per the guidelines and regulations in the "Adelanto Public Utility Authority Sewer Standards" October 2003 and verified during the City's Design Review. The City Water Department operates a 1.5 million gallons per day (MGD) activated sludge wastewater treatment plant through an operations and maintenance contract with PERC Water Corporation. The City is currently constructing a 2.5 MGD upgrade that will increase its wastewater treatment capabilities to 4.0 MGD and will produce treated reclaimed water that can be used for lawn/public park irrigation, construction and dust control, and other non-potable uses. The Project Site will be served by an existing 8-inch sewer line in Holly Road between the existing Koala Road "T-intersection" and Beaver Road that continues north on Beaver Road. A new 8-inch sewer line will be constructed in the re-aligned Koala Road along the Project Site's easterly property line and tie into an existing sewer at Beaver Road and Holly Road. The proposed connection to the existing wastewater collection and treatment system would not result in significant impacts and would not require addition to the system capacity. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVII c) **Less than significant.** The City of Adelanto has three regional channel systems to carry storm runoff through the incorporated area of the City. Per the City's Master Plan of Drainage, Channel 1 has a drainage area of approximately 15.6 square miles, Channel 2 has a drainage area of approximately 48.7 square miles, and Channel 3 has a drainage area of approximately 80.4 square miles. The ditch on the eastern project boundary is a designated storm drain channel within the Master Plan of Drainage. The Proposed Project includes improvements to the drainage channel. The channel improvement has been designed to carry a 100-year event (Q-100) capacity of 888 cfs. The channel will be seven (7) feet deep and will have a 20-foot earthen bottom width, with concrete side slopes at a 2:1 slope, and an access road on the channel's west side. The proposed improvements to the storm drain system on the eastern project boundary would not cause significant environmental effects related to construction. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVII d) **Less than significant.** According the City of Adelanto Water Department Annual Water Quality Report 2013, approximately 5.2 million gallons of water are pumped daily from a combination of ten (10) City wells. The project is subject to a Design Review prior to issuance of grading and building permits. A water feasibility study or a will serve letter, dependent of the projected water demand, will be required from the City Water Department as part of the Design Review process to ensure that the City of Adelanto Water Department has adequate water supply to service the Proposed Project. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XII e) **Less than significant.** Implementation of the Proposed Project includes the extension of sewer lines as described in Section XII(b) above. The City of Adelanto Water Department is currently expanding its capacity for wastewater treatment from 1.5 MGD to 4.0 MGD. As the expansion of wastewater treatment capacity is already underway, the City would have adequate capacity to serve the project's projected demand and would not significantly impact existing commitments. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

XII f) **Less than significant.** The Project Site is served by the County of San Bernardino Victorville Landfill located approximately 11 miles northeast of the site. Solid waste generation from operations is not anticipated to exceed 40 cubic yards (cy) per week, on average. The Victorville Landfill is permitted to receive a maximum throughput of 3,000 tons/day or 1.1 million tons per year. The landfill has a reported remaining capacity of 81,510,000 cy (CalRecycle). At a maximum waste generation of 40 cy per week, the Proposed Project is anticipated to generate approximately 562 tons of waste per year; accounting for less than 1% of the permitted annual throughput. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XII g) **Less than significant.** The Project would be required to comply with the City of Adelanto's waste reduction programs, including recycling and other diversion programs to divert the amount of solid waste deposited into landfills. As such, the Applicant would be required to implement feasible waste reduction programs, including source reduction, recycling, and composting. Additionally, in accordance with the California Solid Waste Reuse and Recycling Act of 1991 (CAL Pub Res. Code § 42911), the Project would be required to provide adequate areas for collecting and loading recyclable materials where solid waste is collected. The collections areas are required to be shown on construction drawing and be in place before occupancy permits are issued. The implementation of these programs would reduce the amount of solid waste generated by the Project and diverted to landfills, which in turn will aid in the extension of the life of affected disposal sites. The Project would comply with all applicable solid waste statues; therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects, which will cause Substantial adverse effects on human beings, either directly Or indirectly?	☐	☒	☐	☐

SUBSTANTIATION

XVIII a) The project does not have the potential to significantly degrade the overall quality of the region's environment, or substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Potential impacts to the desert tortoise and burrowing owl were identified and would be avoided via implementation of mitigation measures as discussed in Section IV above. There are no identified historic or prehistoric resources on this site. If any archaeological or paleontological resources are identified during construction of the project, the project is conditioned to stop and notify appropriate authorities, who properly record and/or remove for classification any such finds. Although potential adverse impacts have been identified or anticipated, implementation of mitigation measures as identified in this document would reduce impacts to a level below significant.

XVIII b) The project does not have impacts that are individually limited, but cumulatively considerable. The Project Site has existing infrastructure that is sufficient for all planned uses and no construction that would add cumulative impacts would occur. The Project vicinity is either developed or is capable of absorbing such development without generating any cumulatively significant impacts. No significant adverse cumulative impacts are identified or anticipated and no mitigation measures are required.

XVIII c) The project will not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly, as there are no such impacts identified by the studies conducted for this project or identified by review of other sources or by other agencies.

Only minor increases in traffic, emissions and noise will be created by implementation of the Proposed Project. These potential impacts have been thoroughly evaluated and have been deemed to be neither individually significant nor cumulatively considerable in terms of any adverse affects upon the region, the local community or its inhabitants with the incorporation of mitigation. At a minimum, the project will be required to meet the conditions of approval for the project to be implemented. It is anticipated that all such conditions of approval will further ensure that no potential for adverse impacts will be introduced by construction activities, initial or future land uses authorized by the project approval.

XIX. MITIGATION MEASURES

(Any mitigation measures, which are not 'self-monitoring', shall have a Mitigation Monitoring and Reporting Program prepared and adopted at time of project approval)

BIO-1:
A clearance survey shall be conducted for desert tortoise prior to construction per USFWS guidelines (guidelines are summarized in the NRAI report). The clearance survey shall be completed no more than 30 days prior to the start of ground disturbance. If animals are found resident on-site, consultation with the CDFW and USFWS will be required. Implementation of avoidance/minimization mitigation measures and/or a take permit and compensatory mitigation shall be implemented as agreed to by the Project Proponent and the regulatory agencies.

Monitoring: Monitoring to be implemented by the Planning Department prior to issuance of the grading permit as required in the Mitigation Monitoring and Reporting Program.

BIO-2:
During construction, if desert tortoise wanders onto the site in the absence of an exclusion fence, all construction shall be halted. The Project Proponent shall notify the Planning Department of the incident. Construction shall resume only after the animal leaves the area on its own.

Monitoring: Self-monitoring.

BIO-3:
All construction personnel connected with the project or working on-site shall be required to attend and education course on the desert tortoise. The course should be given by a qualified desert tortoise biologist. The course should be given prior to the start-up of construction work. At a minimum, the course should cover the following:

- General behavior and ecology of the tortoise
- Distribution of the desert tortoise
- Sensitivity to human activities
- Status of the desert tortoise under state and federal endangered species acts
- Restrictions and guidelines that must be followed by all construction personnel
- Penalties and fines for harming desert tortoise
- Reporting requirements
- Project protective mitigation measures

Monitoring: Monitoring to be provided by the Planning Department prior to the issuance of grading permits as required in the Mitigation Monitoring and Reporting Program.

BIO-4:
The project proponent shall conduct a take avoidance survey no less than 14 days prior to initiating ground activities on the project area to determine if burrowing owls are nesting on site. If burrowing owl are found during the take avoidance survey, follow up surveys by a CDFW approved biologist and

implementation of avoidance measures, preparation of a Burrowing Owl Mitigation and Monitoring Plan, and compensatory in consultation with the CDFW mitigation may be required.
Monitoring: Monitoring to be provided by the Planning Department prior to issuance of grading permits as required in the Mitigation Monitoring and Reporting Program.

GEO-1:
In order to detect un-desirable materials or conditions and soft areas that may be encountered in the construction area, all site preparation and fill placement should be continuously observed and tested by a representative of a qualified geotechnical engineering firm. The engineering firm that provides observation and testing during construction shall assume the responsibility of "geothechnical engineer of record" and, as such, shall perform additional tests and investigation as necessary to satisfy themselves as to the site conditions and the recommendations for site development.

Monitoring: Self-monitoring

NOI-1:
Construction equipment shall be properly maintained in accordance with manufacturer's specifications and shall be fitted with the best available noise suppression devices (e.g. mufflers, silencers, wraps). All impact tools shall be shrouded or shielded, and all intake and exhaust ports on power equipment shall be muffled or shielded.

Monitoring: Self-monitoring

NOI-2:
Construction equipment shall not idle for extended periods of time (no more than 5 minutes).

Monitoring: Self-monitoring

NOI-3:
Stationary equipment (compressors, generators, and cement mixers) shall be located as far from the west project boundary as feasible.

Monitoring: Self-monitoring

NOI-4:
Coordinate with local landowners and provide noise reduction. Within 60 days of issuance of the occupancy permit, the Project Applicant shall coordinate with the landowners of residential property west of Beaver Road to measure interior and exterior noise levels over a 72 –hour period. If the results of the noise monitoring indicate that noise levels do not exceed 65 dBA (exterior) or 45 dBA (interior), no mitigation shall be required. If the results of the noise survey indicate that exterior noise levels exceed 60 dBA, or interior noise levels exceed 45 dBA, the project applicant shall coordinate with the landowners regarding potential noise reduction measures such as new siding, insulation, windows, or a noise-insulating barrier no less than 6-feet in height across the frontage of the property(s), as necessary to achieve an interior noise level of no more than 45 dBA.

Monitoring: Monitoring to be provided by the Planning Department as required in the Mitigation Monitoring and Reporting Program.

TT-1:
The Project Applicant shall pay appropriate development impact fees (fair share) that will go towards the capital improvement program to provide for the implementation of the recommended roadway improvements that will offset potential impacts to the Congestion Management Program intersections as identified in the TIA for the Proposed Project prepared by Kunzman Associates, Inc. and dated March 30, 2015.

Monitoring: Monitoring to be provided by the Planning Department prior to issuance of the grading permit as required in the Mitigation Monitoring and Reporting Program.

TT-2:
Onsite traffic signing and stripping shall be implemented in conjunction with detailed construction plans for the Project Site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Adelanto sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.

Monitoring: Monitoring to be provided by the Planning Department during final plan check as required in the Mitigation Monitoring and Reporting Program.

GENERAL REFERENCES (List author or agency, date, title)

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MITIGATION MONITORING CHECKLIST

Project File No.: LDP 15-04, CUP 15-03, GPA 15-03 **Applicant:** Clark Pacific Precast LLC

Initial Study Prepared by: Mark de Manincor, Senior Planner **Date:** April 27, 2016

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
Aesthetics						
Agricultural Resources						
Air Quality						
Biological Resources						
BIO – 1: A clearance survey shall be conducted for desert tortoise prior to construction per UAFWS guidelines (guidelines are summarized in the DRAI report). The clearance survey shall be completed no more than 30 days prior to the start of ground disturbance. If animals are found resident on-site, consultation with the CDFW and USFWS will be required. Implementation of avoidance/minimization mitigation measures and/or a take permit and compensatory mitigation shall be implemented as agreed to by the Project Proponent and the regulatory agencies.	DD/CE/CP	B	Prior to Grading	B/D		2/4/7
BIO – 2: During Construction, if desert tortoise wanders onto the site in the absence of an exclusion fence, all construction shall be halted. The Project Proponent shall notify the Planning Department of the incident. Construction shall resume only after the animal leaves the area on its own.		During construction		Self monitoring		

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
BIO – 3: All construction personnel connected with the project or working on-site shall be required to attend and education course on the desert tortoise. The course should be given by a qualified desert tortoise biologist. The course should be given prior to the start-up of construction work. At a minimum, the course should cover the following: **1. General behavior and ecology of the tortoise** **2. Distribution of the desert tortoise** **3. Sensitivity to human activities** **4. Status of the desert tortoise under state and federal endangered species acts** **5. Restrictions and guidelines that must be followed by all construction personnel** **6. Penalties and fines for harming desert tortoise** **7. Reporting requirements** **8. Project protective mitigation measures**	DD/CE/CP	B	Prior to grading	B/D		2/4/7
BIO – 4: The project proponent shall conduct a take avoidance survey no less than 14 days prior to initiating ground activities on the project area to determine if burrowing owls are nesting on site. If burrowing owl are found during the take avoidance survey, follow up surveys by a CDFW approved biologist and implementation of avoidance measures, preparation of a Burrowing Owl Mitigation and Monitoring Plan, and compensatory in consultation with the CDFW mitigation may be required.	DD/CE/CP	B	Prior to grading	B/D		2/4/7
Cultural Resources						
Geology and Soils						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
GEO – 1: In order to detect un-desirable materials or conditions and soft areas that may be encountered in the construction area, all site preparation and fill placement should be continuously observed and tested by a representative of a qualified geotechnical engineering firm. The engineering firm that provides observation and testing during construction shall assume the responsibility of "geotechnical engineer of record" and, as such, shall perform additional tests and investigation as necessary to satisfy themselves as to the site conditions and the recommendations for site development.	Self Monitoring					
Hazards and Waste Materials						
Hydrology and Water Quality						
Land Use and Planning						
Mineral Resources						
Noise						
NOI – 1: Construction equipment shall be properly maintained in accordance with manufacturer's specifications and shall be fitted with the best available noise suppression devices (e. g. mufflers, silencers, wraps). All impact tools shall be shrouded or shielded, and all intake and exhaust ports on power equipment shall be muffled or shielded	Self Monitoring					
NOI – 2: Construction equipment shall not idle for extended periods of time (no more than 5 minutes).	Self Monitoring					

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
NOI – 3: Stationary equipment (compressors, generators, and cement mixers) shall be located as far from the west project boundary as feasible.	Self Monitoring					
NOI – 4: Coordinate with local landowners and provide noise reduction. Within 60 days of issuance of the occupancy permit, the Project Applicant shall coordinate with the landowners of residential property west of Beaver Road to measure interior and exterior noise levels over a 72-hour period. If the results of the noise monitoring indicate that noise levels do not exceed 65 dBA (esterior) or 45 dBA (interior), no mitigation shall be required. If the results of the noise survey indicate that esterior noise levels exceed 60 dBA, or interior noise levels exceed 45 dBA, the project applicant shall coordinate with the landowners regarding potential noise reduction measures such as new siding, insulation, windows, or a noise-insulating barrier no less than 6-feet in height across the frontage of the property(s), as necessary to achieve an interior noise level of no more than 45 dBA.	DD/CE/CP	C		A		4
Population and Housing						
Public Services						
Recreation						
Transportation/Traffic						

Mitigation Measures No. / Implementing Action	Responsible for Monitoring	Monitoring Frequency	Timing of Verification	Method of Verification	Verified Date /Initials	Sanctions for Non-Compliance
TT – 1: The Project Applicant shall pay appropriate development impact fees (fair share) that will go towards the capital improvement program to provide for the implementation of the recommended roadway improvements that will offset potential impacts to the Congestion Management Program intersections as identified in the TIA for the Proposed Project prepared by Kunzman Associates, Inc. and dated March 30, 2015 and revised.						
Onsite traffic signing and stripping shall be implemented in conjunction with detailed construction plans for he Project Site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Adelanto sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.	DD/CP/CE	C	A			3
Utilities and Service Systems						
Mandatory Findings of Significance						

Key to Checklist Abbreviations

Responsible Person	Monitoring Frequency	Method of Verification	Sanctions
DD - Development Director or designee	A - With Each New Development	A - On-site Inspection	1 - Withhold Recordation of Final Map
CP - City Planner or designee	B - Prior To Construction	B - Other Agency Permit / Approval	2 - Withhold Grading or Building Permit
CE - City Engineer or designee	C - Throughout Construction	C - Plan Check	3 - Withhold Certificate of Occupancy
BO - Building Official or designee	D - On Completion	D - Separate Submittal (Reports/Studies/Plans)	4 - Stop Work Order
PO - Police Captain or designee	E - Operating		5 - Retain Deposit or Bonds
FC - Fire Chief or designee			6 - Revoke CUP
			7 - Citation

City of Adelanto

Development Department
11600 Air Expressway, Adelanto, CA 92301
(760) 246-2300

MITIGATED NEGATIVE DECLARATION 16-01

The following Negative Declaration is being circulated for public review in accordance with the California Environmental Quality Act Section 21091 and 21092 of the Public Resources Code.

Project File No.: LDP 15-04, CUP 15-03, GPA 15-03
Public Review Period Closes: April 01, 2016

Project Name: LDP 15-04, CUP 15-03, GPA 15-03
Project Applicant: Clark Pacific Precast, LLC
1980 South River Road
Sacramento, CA 95691

Project Location: The proposed project site is on the southwest corner of Holly Road and Koala Road, within the City of Adelanto, County of San Bernardino, APN's 3129-551-01, 02, 03 and 3129-541-01

Project Description: A proposal to develop a Pre-Cast, Pre-Stressed Concrete Products Manufacturing and Storage Facility on 111 acres of land on the southwest corner of Holly Road and Koala Road located within the City of Adelanto, County of San Bernardino.

FINDING

This is to advise that the City of Adelanto, acting as the lead agency, has conducted an Initial Study to determine if the project may have a significant effect on the environment and is proposing this Negative Declaration based upon the following finding:

☐ The Initial Study shows that there is no substantial evidence that the project may have a significant effect on the environment.

☒ The Initial Study identified potentially significant effects but:

(1) Revisions in the project plans or proposals made or agreed to by the applicant before this proposed Negative Declaration was released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and

(2) There is no substantial evidence before the agency that the project as revised may have a significant effect on the environment.

If adopted, the Negative Declaration means that an Environmental Impact Report will not be required. Reasons to support this finding are included in the attached Initial Study. The project file and all related documents are available for review at the City of Adelanto Planning Department at 11600 Air Expressway, Adelanto, CA 92301, (760) 246-2300.

NOTICE

The public is invited to comment on the proposed Negative Declaration during the review period.

March 2, 2016 – April 1, 2016 City of Adelanto, City Council

Date of Determination Adopted By

City of Adelanto

Development Department
11600 Air Expressway, Adelanto, CA 92301
(760) 246-2300

Notice of Determination

TO: Clerk of the Board
County of San Bernardino
385 N. Arrowhead, 2nd Floor
San Bernardino, CA 92415-0130

FROM: City of Adelanto
Planning Department
11600 Air Expressway
Adelanto, CA 92301

Documentary Handling Fee ($2,660.25)

Receipt Number:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

PROJECT DESCRIPTION: A proposal to develop a Pre-Cast, Pre-Stressed Concrete Products Manufacturing and Storage Facility on 111 acres of land.

PROJECT LOCATION: The proposed project site is on the southwest corner of Holly Road and Koala Road, within the City of Adelanto, County of San Bernardino. APN's 3129-551-01, 02, 03 and 3129-541-01

APPLICANT: Clark Pacific Precast, LLC

STATE CLEARINGHOUSE NUMBER: 2016021109

This is to advise that the **City of Adelanto** approved the above described project on 04/27/16, with an effective date of 04/27/16, and has made the following determinations regarding the above project.

1. The project __ will, X will not, have a significant effect on the environment.
2. __ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   X A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures X were, __ were not, made a condition of the approval of this project.
4. A statement of overriding considerations __ was, X was not, adopted for this project.
5. Findings X were, __ were not, made pursuant to the provisions of CEQA.

This is to certify that the Mitigated Negative Declaration and record of project approval is available to the General Public at: **City of Adelanto, 11600 Air Expressway, Adelanto, California 92301.**

	04/27/16	Senior Planner	(760) 246-2300 ext. 3001
Mark de Manincor	(Date)	(Title)	(Telephone)

PLANNING COMMISSION AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 5, 2016

TO: Honorable Chairman and Members of the Planning Commission

FROM: Mark de Manincor, Senior Planner

SUBJECT: **Location and Development Plan 15-04, Conditional Use Permit 15-03, General Plan Amendment 15-03 and associated Development Agreement**, Clark Pacific proposes to construct and operate a Pre-Cast and Pre-Stressed Concrete Products Manufacturing and Storage facility including 8 structures totaling 275,183 square feet on approximately 111 acres of land in the Manufacturing/Industrial Zone.

STAFF RECOMMENDATION:

ADOPT Resolution P-16-08 **ADOPT** findings and **RECOMMEND APPROVAL** to the City Council, Location and Development Plan 15-04, Conditional Use Permit 15-03, General Plan Amendment 15-03 and associated Development Agreement.

BACKGROUND:

Applicant: Clark Pacific
Attn: Tom McGuire
1980 South River Road
West Sacramento, CA 95691

General Location: The project site is located on the northeast corner of Holly Road and Koala Road, within the City of Adelanto, County of San Bernardino. The project site is within Section 1, Township 5 North, Range 6 West, San Bernardino Base and Meridian.

Assessor's Parcel No: 3129-261-11 and 12

Environmental Determination: Mitigated Negative Declaration 16-01

Related Cases: Location and Development Plan 06-09. General Plan Amendment 06-06, Tentative Parcel Map 18273.

Existing General Plan &
Current Zoning Designation: Manufacturing Industrial (MI)

Surrounding General Plan and Zoning:

Direction	*General Plan*	*Zoning*
North	Manufacturing/Industrial (MI)	MI
South	Manufacturing/Industrial (MI)	MI
West	Manufacturing/ Industrial, Airport Park	MI, AP
East	Manufacturing/Industrial (MI)	MI

Existing Land Use: Vacant.

Surrounding Land Uses: The following chart shows the surrounding land uses:

Direction	*Land Use*
North	Vacant
South	Vacant
East	Vacant
West	Developed Industrial (Karco), Partially Developed, Airport Park

PROJECT DESCRIPTION

Clark Pacific proposes Location and Development Plan 15-04 to construct and operate a Pre-Cast and Pre-Stressed Concrete products Manufacturing and Storage facility on 111 acres of land, General Plan Amendment 15-03 proposes to realign Koala Road back to its original configuration and Conditional Use Permit 15-03 is for the outdoor storage. The project site is located on the southwest corner of Holly Road and Koala Road. A Development Agreement is being prepared which includes deferral of street improvements to match each phase of development.

DEVELOPMENT STANDARDS

Development Standard	*Required*	*Provided*
Minimum Lot Size	20,000 sf	111 acre
Minimum Lot Width	100 feet	2645.97 feet
Minimum Lot Depth	100 feet	2654.39 feet
Minimum Front Setback • To Building • To Parking Area	 25 feet 10 feet	 94 feet 25 feet
Minimum Side Yard Setback • Street Side • All others	 25 feet 10 feet	 94 feet
Maximum Building Height	75 feet	56 feet
Minimum Rear Yard Setback	0 feet	80 feet
Landscaping Required	10% of the project area	5%

PARKING

The proposed project is for a Pre-Cast, Pre-Stressed Concrete products manufacturing and storage facility. The facility requires 515 spaces. The applicant is providing 526 spaces which include sixteen accessible spaces.

DRAINAGE

A drainage study was performed by Merrell Johnson Companies, March 30, 2015, which demonstrated that off-site flows will be handled by a drainage channel and on-site flows will be mitigated by detention basins. These detention basins are located throughout the property in the landscape areas. No further mitigation is required.

TRAFFIC & CIRCULATION

Two points of access have been provided, one from Holly Road and the second from Beaver Road. Both access points connect with Koala Road which connects with Rancho Road which connects with Highway 395.

NOISE

The project site is Manufacturing/Industrial zoning and is located adjacent to Holly Road. This project will not impact surrounding properties as surrounding properties are developed and undeveloped manufacturing uses. There are some residential properties within ¼ mile of the project site in the Airport Park. These residential uses are constructed to mitigate for noise from aircraft and therefore, are not impacted by noise from nearby industrial facilities.

ENVIRONMENTAL CONSIDERATIONS:

An Initial Study was performed and circulated which demonstrates that impacts can be reduced to less than significant levels through mitigation measures and Mitigated Negative Declaration 16-01 is proposed for adoption.

Water Quality

A letter was received from Lahontan Regional Water Quality Control Board whose concerns and recommendations were included in the Conditions of Approval for the project.

Air Quality

The Mojave Desert Air Quality Management District submitted comments and recommendations in response to the project submittal that was circulated for this project which are incorporated in our conditions of Approval.

ATTACHMENTS:

Resolution P-16-08
Draft Development Agreement

Initial Study
Aerial Exhibit
Site Plan/Phasing Plan
Elevations

RESOLUTION NO. P-16-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ADELANTO, SAN BERNARDINO COUNTY, CALIFORNIA, MAKING FINDINGS, AND RECOMMENDING APPROVAL TO THE CITY COUNCIL, LOCATION AND DEVELOPMENT PLAN 15-04, CONDITIONAL USE PERMIT 15-03, GENERAL PLAN AMENDMENT 15-03 AND ASSOCIATED DEVELOPMENT AGREEMENT TO CONSTRUCT AND OPERATE A PRE-CAST AND PRE-STRESSED CONCRETE PRODUCTS MANUFACTURING AND STORAGE FACILITY ON 111 ACRES OF LAND LOCATED ON THE SOUTHWEST CORNER OF HOLLY ROAD AND KOALA ROAD WITHIN THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA. ASSESSOR'S PARCEL NUMBERS'S 3129-541-01 AND 3129-551-01, -02, -03.

WHEREAS, the applicant, Clark Pacific, requests to construct and operate a Pre-Cast and Pre-Stressed Concrete Products Manufacturing facility on 111 acres of land, located on the southwest corner of Holly Road and Koala Road, within the City of Adelanto, County of San Bernardino; and

WHEREAS, the applicant has consented to all conditions of approval; and

WHEREAS, the applicant and City are preparing a Development Agreement which requires approval by the City Council; and

WHEREAS, a duly noticed public hearing was held on the proposed project on April 5, 2016, to hear and consider testimony for or against the proposed project; and

WHEREAS, the City of Adelanto, as lead agency, prepared an Initial Study that demonstrated that the project will have a less than significant effect on the environment with proposed mitigation measures; and

WHEREAS, a Mitigated Negative Declaration is proposed for adoption; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. The Planning Commission has reviewed and considered the environmental information included in the staff report prior to taking action and recommending to the City Council approval of proposed Location and Development Plan 15-04 and Conditional Use Permit 15-03, General Plan Amendment 15-03 and Associated Development Agreement. The Planning Commission further finds and determines that the City has complied with the California Environmental Quality Act and the Planning Commission determinations reflect the independent judgment of the Planning Commission.

SECTION 3. The Planning Commission hereby finds and determines that:

<u>Location and Development Plan 15-04</u>

(a) That the proposed Location and Development Plan is consistent with the General Plan;

The project is consistent with the Genera Plan as the site is designated Manufacturing/Industrial (MI), which is consistent with Appendix A of Title 17 of the Zoning Code which allows for industrial and storage facilities in the MI zone with approval of a LDP and CUP.

(b) That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;

Surrounding properties to the north, east and south are vacant and the property to the west is developed industrial, so the project will not adversely affect surrounding properties.

(c) That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;

The overall site is approximately 111 acres in size, which exceeds the minimum 20,000 square feet required in this zoning district and has sufficient width and depth to meet all required setbacks.

(d) That the proposed use complies with all applicable development standards of the zoning district; and

The proposed project has been designed and conditioned to meet all applicable City zoning and development standards.

(e) That the proposed use observes the spirit and intent of this Zoning Code.

The proposed project meets the requirements of the Zoning Code. However, to ensure all Code requirements are met, a condition of approval has been added reflecting these requirements.

<u>Conditional Use Permit 15-03:</u>

(f) That the proposed Conditional Use Permit is consistent with the General Plan;

The project is consistent with the General Plan as the site is designated MI, which is consistent with Appendix A of Title 17 of the Zoning Code which allows detention/correctional facilities with approval of a LDP and CUP.

(g) That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;

Surrounding properties to the north, east and south are vacant and the property to the west is developed industrial, so the project will not adversely affect surrounding properties.

(h) That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;

The overall site is approximately 111 acres in size, which exceeds the minimum 20,000 square feet required in this zoning district and has sufficient width and depth to meet all required setbacks.

(i) That the proposed use complies with all applicable development standards of the zoning district; and

The proposed project has been designed and conditioned to meet all applicable City zoning and development standards.

(j) That the proposed use observes the spirit and intent of this Zoning Code.

The proposed project meets the requirements of the Zoning Code. However, to ensure all Code requirements are met, a condition of approval has been added reflecting these requirements.

General Plan Amendment 15-03

(k) That the proposed amendment is in the public interest, and that there will be a community benefit resulting from the amendment;

The re-alignment of Koala Road, proposed as General Plan Amendment 15-03, is in the public interest and the community will benefit as the project will be able to utilize the full potential of the site, providing jobs and materials for new development.

(l) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan;

The proposed realignment would be consistent with the goals, policies, and objectives of the General Plan as it would improve traffic safety and facilitate north/south traffic circulation throughout the City of Adelanto.

(m) That the proposed amendment agrees with provisions of the Zoning Code.

The proposed amendment will have no effect on the Zoning Code as all parcels affected by the re-alignment will remain at their current zoning designation.

(n) That the proposed amendment is compatible with the land use policy map and will not adversely affect surrounding properties.

The proposed amendment is a change to the General Plan Circulation Element and Circulation Element Map. The proposed realignment of Koala Road will allow for increased traffic safety and reduce or completely eliminate impacts to many property owners south of the project site.

SECTION 5. The Planning Commission hereby recommends approval to the City Council, Location and Development Plan 15-04, Conditional Use Permit 15-03, General Plan Amendment 15-03 and associated Development Agreement.

ATTACHMENTS:

1. Conditions of Approval
2. Draft Development Agreement

PASSED, APPROVED AND ADOPTED by the Planning Commission this 5th day of April, 2016.

_____
Chris Waggener
Chairman of the Planning Commission

_____
Virginia Cervantes
Secretary to the Planning Commission

I, Virginia Cervantes, Planning Secretary for the Planning Commission of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. P-15-08 was duly and regularly adopted at a regular meeting of the Planning Commission of the City of Adelanto on the 6th day of October, 2015, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 5th day of April, 2016.

_____
Virginia Cervantes
Secretary to the Planning Commission

Attachment A
RESOLUTION P-16-08
April 5, 2016

Conditions of Approval
Location and Development Plan 15-04, Conditional Use Permit 15-03 and General Plan Amendment 15-03

PROJECT: A proposal to construct a Pre-Cast and Pre-Stressed Concrete Products Manufacturing facility on a 111-acre property located within the MI (Manufacturing/Industrial) Zone. The project site is located on the southwest corner of Koala Road and Holly Road within the City of Adelanto, County of San Bernardino. Assessor's Parcel Number's 3129-541-01, 3129-551-01, 02, 03.

Applicant: Clark Pacific, Attn; Tom McGuire, 1980 South River Road, West Sacramento, CA 95691

PLANNING DEPARTMENT

General Conditions:

1. **Approval Period. Approval of this project will become valid only after a signed copy of the City's approval letter is received by the Planning Department acknowledging acceptance of all conditions of approval. If not received within 10 working days after approval action, this approval will be null and void.**

   This approval shall be used within two (2) years of the approval date of this project; otherwise, it shall become null and void and of no effect whatsoever. Use means the beginning of the substantial construction under this approval within the two (2) year period which is thereafter diligently pursued to completion and in the event the use hereby permitted ceases operation for a period of one (1) year or more, this approval shall become null and void.

2. **Modification to Plans.** Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the City's Development Code.

3. **Phasing.** This Location and Development Plan is for concrete products manufacturing facility. Phasing is indicated on this Site Plan. The Conditions of Approval shall apply to the entire development within the 111 site as shown on the Site Plan, unless otherwise indicated.

4. **Indemnity.** The applicant shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Adelanto, its agents, officers, and employees from any

claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, its advisory agencies, appeal boards, or legislative body concerning Location and Development Plan 15-04, Conditional Use Permit 15-03 and General Plan Amendment 15-03. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

5. **Fees.** All fees and charges the City has or intends to adopt that are due at the time of utility connection or when building permit(s) is/are issued shall be paid, as required by the City.

6. **Outstanding Costs.** Any fees due to the City of Adelanto for processing this project shall be paid to the City within 30 calendar days of final action. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted by this action. No permits, site work, or other actions authorized by this entitlement shall be permitted, authorized or commenced until all outstanding fees are paid to the City.

7. **Fish and Game.** The applicant/owner shall pay a fee of $2,660.25 for the Department of Fish and Game determination. This fee shall be submitted to the Planning Division within two (2) days after the date of conditional approval. **Payments shall be made with a Check for $2,660.25 made payable to the "County of San Bernardino".** The Planning Division shall then file the Notice of Determination within five (5) days after the effective date of conditional approval. The applicant should be aware that Section 21089(b) of the Public Resources Code provides that any project approved under CEQA is not operative, vested or final until the required fee is paid. Proof of fee payment will be required prior to issuance of any permits.

8. **Architectural Design.** The proposed architectural design shall be consistent with the design standards provided in the Adelanto General Plan. Elements of the architectural design and features shall be consistent throughout the commercial center.

9. **City Codes.** The project shall comply with all disabled access requirements of the Americans with Disabilities Act and Title 24 of the State Code, and all local requirements of the City of Adelanto Municipal Code, including Title 17 (Zoning Code), especially the following MI zoning district regulations:

- Minimum Lot Size: 20,000 square feet
- Minimum Lot Width: 100 feet
- Minimum Lot Depth: 100 feet
- Minimum Front Setbacks:
  - To Building 25 feet
  - To Parking 10 feet
- Minimum Side Setback:
  - Street Side 25 feet
  - All others 10 feet
- Minimum Rear Setback: 0 feet
- Maximum Height 75 feet

10. **Maintenance Responsibility.** The maintenance of graded slopes and landscaped areas shall be the responsibility of the developer until the transfer to an approved maintenance authority**.** Grading permits shall not be issued for any areas to be graded and remain undeveloped for an extended period (e.g.: for subsequent phases of a development) until a re-vegetation plan is approved by the Planning Department, and until bonds are posted for re-vegetation, or erosion control program for wind erosion**.**

11. **Plans.** Plan submittals shall be prepared and signed by a California Licensed Architect or Engineer per State of California, Business and Professions Code. All plans shall be drawn to a standard scale.

12. **Development Restrictions.** The physical development of the industrial facility shall be reviewed and approved by the City. Any use, activity, and/or development occurring on the site without appropriate City approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or storage of construction materials shall require separate review and approval by the City.

13. **Compliance with Environmental Mitigation.** The developer shall comply with the Mitigation Measures identified in the project's initial study and Mitigation Monitoring Report.

14. **Trash Enclosures**. Trash receptacles proposed on the site shall be enclosed by a six (6) foot high solid masonry wall with solid, view-obstructing gates. A pedestrian entrance shall be provided into each trash enclosure.

15. **Approved Uses.** All new uses within the property boundaries shall be reviewed and approved by the Planning Department. Should the developer propose a more intensive use requiring additional parking spaces, additional employees, more restroom facilities, significant change from original conceptual landscaping plans, etc., the proposed use shall be presented for review by the Planning Department for compliance with the original approval. The new proposed use may be subject, but not limited to: a Modification to Location and Development Plan application, a new Location and Development Plan Application, and/or a Utility Feasibility Study application.

16. **Required Approvals**. The developer shall obtain the following clearances or approvals:

    a) Verification from the Planning Department that all pertinent conditions of approval have been met, including any administrative development plan review approvals, as mandated by the Adelanto Municipal Code.

    b) Any other required approval from an outside agency.

<u>Prior to Issuance of Grading Permits:</u>

17. **Grading Plans.** Grading plans shall be reviewed and approved by the Planning Department for compliance with the approved Development Plan prior to the issuance of a grading permit.

Based on the existence of possible Mohave Ground Squirrel habitat and the possibility of undetected presence of burrowing owls, desert tortoise, or other species of concern, the following actions or mitigation measures are herein implemented:

18. **Mojave Ground Squirrel.** The developer shall provide mitigation lands at a ratio of 1:1. These lands will be purchased in an area known to support populations of the Mohave Ground Squirrel. The mitigation lands will be evaluated to ensure they provide habitat equal to or better than the habitat that will be lost as a result of development of the project site, and California Department of Fish and Game approval of the mitigation lands will be obtained before acquisition is completed. An Incidental Take Permit will be applied for as part of the overall mitigation process.

    Appropriate enhancement, endowment, and research fees will be provided by the project proponent as per the California Department of Fish and Game requirements. These fees will be paid on a 1:1 basis prior to commencement of ground disturbing activities.

    An educational brochure will be provided to all construction personnel regarding the Mohave Ground Squirrel prior to the start of ground disturbing activities.

19. **Nesting Birds.** If sharp-shinned hawks and loggerhead shrikes are detected on the site during future surveys, California Department of Fish and Game should be contacted to discuss suitable mitigation measures for these two species.

20. **Desert Tortoise.** If a desert tortoise moves on to the site during construction activities, all activities should cease, and the California Department of Fish and Game and the U.S. Fish and Wildlife Services shall be contacted to discuss appropriate mitigations. Desert tortoises should not be handled by project personnel.

21. **Burrowing Owls.** No more than 30 days prior to commencement of ground disturbing activities, a qualified biologist shall conduct a pre-grading survey, out to 500 feet from the site, for burrowing owls. If ground-disturbing activities are delayed for more than 30 days, additional surveys will be required. Surveys shall be conducted during the winter season between December 1 and January 31, if deemed necessary by the California Department of Fish and Game. If owls are observed on the site:

    a) Occupied burrows should not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approve by the Department verifies through non-invasive methods either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

    b) To offset the loss of foraging and burrow habitat on the project site, a minimum of 6.5 acres of burrowing owl habitat per pair or unpaired birds should be acquired and permanently protected.

    c) Existing unsuitable burrows should be enhanced or new burrows created at a ratio of 2:1 on the protected lands site.

    d) The project proponent should provide funding for long-term management and monitoring of the protected land. A monitoring plan for the protected land should be required which includes success criteria, remedial measures, and annual reports to the California Department of Fish and Game

22. **Joshua Trees**. Prior to the commencement of grading, the applicant shall relocate all Joshua trees applicable to the Relocation Program per the requirements of the City Development Code and California Desert Native Plant Act.

23. **Proof of Mitigation**. Prior to the issuance of grading permits, the developer shall submit written proof, satisfactory to the Planning Director, that any concerns of the California Department of Fish and Game, including but not limited to Mohave ground squirrel, have been mitigated in a manner acceptable to the Department of Fish and Game. For information regarding fees associated with permits issued by the Department of Fish and Game, please see the attached letter dated January 18, 2006 from the Department of Fish and Game.

24. **Signed Approval Letter**. A signed copy of the City's approval letter shall be on file with the Planning Department. If ownership of the property or the developer of the property has changed since the original approval, a new copy of the City approval letter shall be signed by the current development parties.

Prior to Issuance of Building Permits:

25. **Development Impact Fees.** The City of Adelanto has implemented development impact fees for various infrastructure and capital facilities needs generated by new development. These fees will provide for various capital facilities including, but not limited to, roads, parks, flood control and drainage, public facilities, and fire fighting facilities. This project shall be subject to all such existing and future development impact fees which are in effect at the time building permits are issued.

26. **Assessment Districts.** Prior to the issuance of building permits, this project shall annex into Assessment Districts for the maintenance of Street Lighting, public landscaping and street sweeping, and the applicant hereby agrees to waive the right to protest the formation of said districts.

27. **Building Plans**. Building plans shall be reviewed and approved the Planning Department for conformance to the Conditions of Approval and the approved Development Plan prior to issuance of a building permit.

28. **Water Quality.** The applicant shall submit to the City Engineer for approval, a Water Quality Management Plan (WQMP), including a project description and identifying Best Management Practices (BMPs) that will be used on-site to reduce pollutants into the storm drain system to the maximum extent practicable. The Water Quality Management Plan shall identify the structural and non-structural measures consistent with the City's adopted requirements.

29. **Equipment Screening.** All mechanical equipment and vents, ground or rooftop shall be screened from public view. Roof gutters and downspouts are not permitted on the exterior of the building unless integrated into the architecture of the building. In addition, all screening shall be an integral part of the building, details of which shall be provided to the Planning Department for review and approval. Any proposed change shall be reviewed and approved by the Planning Department.

30. **Signage**. Proposed signs for this development shall require a separate application approval by the Planning Department prior to installation. Furthermore, all signs proposed

for this development shall be consistent with the signage for the commercial center to the south. The project shall remain in full compliance with all City sign regulations at all times.

31. **Utility Lines.** All utility lines shall be placed underground.

32. **Landscaping**. The developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Planning Department, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus, species, and container size of the plants. The cover page shall identify the total square footage of the landscaped area and note how it is to be maintained. Use of water efficient fixtures and drought tolerant plants is encouraged.

    a) All landscaping and irrigation systems shall be in compliance with Section 17.60 of the Adelanto Municipal Code. Plans will be reviewed and approved by the Planning Department.

    b) A minimum of 5% of the project site shall be landscaped, exclusive of areas within the public right-of-way. A minimum of 5% of the parking area must be landscaped, in compliance with Table 25-1 in Chapter 17.25 of the Municipal Code.

    c) The developer shall be responsible for planting landscaping in compliance with Section 17.60 of the Adelanto Municipal Code, entitled "Water Conservation/Landscaping Ordinance", including but not limited to native drought-tolerant plants and efficient irrigation systems. Species shall be in compliance with Section 17.60.80.

33. **Parking**. The project shall provide 526 parking spaces for 275,183 square feet of building area, as specified on the submitted plans. All parking spaces and access areas shall meet the City's requirements including Chapter 17.15 Design Guidelines.

34. **Design Guidelines.** The City of Adelanto has adopted standard design guidelines for all new development. These guidelines are in place and this project is subject to design review.

35. **Signed Approval Letter**. A signed copy of the City's approval letter shall be on file with the Planning Department. If ownership of the property or the developer of the property has changed since the original approval or issuance of grading permits, a new copy of the City approval letter shall be signed by the current development parties.

<u>During Construction:</u>

36. **Approved Plans.** All construction shall be per building permits issued by the Building Department and UBC Standards, and dust control shall be exercised at all times during construction.

37. **Dust Control.** The applicant shall apply water to the disturbed portions of the project site at least two times per day. On days where wind speeds are sufficient to transport fugitive dust beyond the working area boundary, the applicant shall increase watering to the point

that fugitive dust no longer leaves the property (typically a moisture content of 10%), and/or the applicant shall terminate grading and loading operations.

38. **Construction Practices**. To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

    i. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and dusk on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g. interior painting) are not subject to these restrictions.

    ii. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

    iii. Construction routes are limited to City of Adelanto designated truck routes.

    iv. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, or transportation of cut or fill materials to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

    v. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such person(s) shall be provided to the City.

    vi. All grading equipment shall be kept in good working order per factory specifications.

39. **Construction Activity.**

    i. The contractor shall provide verification that all construction equipment is in proper tune per the manufacturer's recommendation.

    ii. Roll off trash bins and chemical toilets for construction workers shall be required on all construction sites and temporary fencing provided around the construction sites and/or a row of temporary fencing provided at such location as to prevent any building materials from blowing off of the construction site.

    iii. During those periods when grading is being conducted, the contractor shall inspect the adjacent paved roadways at least two times per week, and shall sweep the street if visible dirt or dust, attributable to the project, can be seen on the roadway.

40. **Archeological Resources.** If prehistoric or historic resources over 50 years of age are encountered during land modification, then activities in the immediate area of the finds shall be halted so that an archaeologist can assess the find, determine its significance, and make recommendations for appropriate mitigation measures. A historical resources management report shall be submitted by the professional to document the monitoring, to evaluate resource significance and integrity, and if necessary, to evaluate project impacts

and propose mitigation measures to mitigate potential adverse impacts. If archeological resources are encountered during grading, ground disturbance activities shall cease so a qualified archeological monitor can evaluate the resources. If discovered resources merit long-term consideration, adequate funding shall be provided to collect, curate and report their resources in accordance with standard archaeological management requirements. If the City finds that a developer encounters cultural resources and fails to notify the Planning Department, the City will place those responsible for the destruction of historic and archaeologically significant resources on file with the County of San Bernardino and the State of California, Office of Historic Preservation.

41. **Paleontological Resources.** If paleontological resources are encountered during grading, ground disturbance activities shall cease so a qualified paleontological monitor can evaluate any paleontological resources exposed during the grading activity. If paleontological resources are encountered, adequate funding shall be provided to collect, curate and report on these resources to ensure the values inherent in the resources are adequately characterized and preserved. Collected specimens will be sent to the Earth Sciences Division of the San Bernardino County Museum.

42. **Human Remains.** If human remains are encountered on the property, then the San Bernardino County Coroner's Office MUST be contacted within 24 hours of the find, and all work halted until a clearance is given by that office and any other involved agencies. Contact the County Coroner at either 1) 15329 Bonanza Road, Unit 8, Victorville, CA 92392 or (760) 955-8535; or 2) 175 South Lena Road, San Bernardino, CA 92415-0037 or (909) 387-2978.

43. **Abandoned Wells.** Any abandoned wells on the property or similar structures that might result in groundwater contamination shall be destroyed in a manner approved by the City and San Bernardino County Environmental Health Department.

Prior to Certificate of Occupancy:

44. **Landscaping and Irrigation.** Landscaping and irrigation shall be consistent with the approved Landscape Plan for the project. The variety of tree to be provided is subject to approval of Planning and Public Works Departments and the trees are to be maintained by the property owner. The Developer shall be responsible for planting landscaping in compliance with Section 17.60 of the Adelanto Municipal Code, entitled “Water Conservation/Landscaping Ordinance”, including but not limited to native drought-tolerant plants and efficient irrigation systems. Species shall be in compliance with Section 17.60.80.

45. **Perimeter Wall.** All walls and fences shall be constructed as shown on approved wall and fence plans. To conceal onsite storage, a solid block wall or other solid fencing shall be required around the perimeter of the site.

46. **Unit Identification**. Each unit shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Fire Department.

ENGINEERING DEPARTMENT

General Recordation Conditions:

47. Prior to the city reviewing any final maps, a document consenting to the subdivision shall be signed and acknowledged by the legal owners of record for the real property being subdivided. This document shall be submitted to the City of Adelanto along with the first application for plan review for the final map, following Tentative Map Approval by the Planning Commission.

48. All final maps, including any subsequent development phasing, shall be conforming to the approved Tentative Map which was approved with the adoption of these conditions of approval and shall based on a recent field survey which shall be submitted to the City Engineer for review and approval.

49. Final Maps shall meet all requirements of the Adelanto Municipal Code, and shall include the following:

    a. All easements within the City of Adelanto's rights of way shall be subordinated to the City of Adelanto.

    b. All easements and rights-of-way, both existing and as required to comply with the improvement requirements of these conditions of approval shall be acquired by the Developer pursuant to the subdivision map act and the Adelanto Municipal Code.

50. A noise and avigation easement on all subdivision parcels and roadways shall be granted and conveyed to the Southern California Logistics Airport as required in the City adopted Land Use Plan.

51. Approval of this project in no manner obligates the City of Adelanto to extend water service, or sewer service, or improve streets, or extend any other infrastructure to service this development.

52. Should Mello-Roos, or Community Facilities Districts, or Community Service Districts, or Assessment Districts, or other special financing districts be formed to provide for City Infrastructure or City Services, this project shall annex into the districts and pay all fees associated with annexation into the districts, and the applicant shall agree to waive the right to protest the formation of said districts.

53. Prior to the approval of any improvement plans and the commencement of any construction associated with the development, the Developer shall be responsible for obtaining all necessary dedications of rights-of-way for offsite infrastructure improvements, right-of-entry for offsite grading, and easements for ingress, egress, drainage, utilities and other legal requirements for impacts associated with the development of this project, as determined and directed by the City Engineer. If the Developer cannot acquire a property interest in property required for off-site improvements, Government Code § 66462.5 shall apply and the City retains the right to:

    a. Require the Developer to enter into an agreement to complete the improvements pursuant to Government Code § 66462 at such time as the City acquires an interest in the land that will permit the improvement to be made;

b. Require the Developer to pay the cost of acquiring the offsite real property interests required in connection with the subdivision.

54. The design of all public infrastructure elements shall conform to the requirements of the City General Plan and the current edition of the City's standard specifications for construction, and any alterations required and approved by the Public Works Department and engineering department staff.

55. The following plans and reports shall be prepared by a competent California licensed civil engineer prior to any site development or disturbance of the natural vegetation of the site. All required plans shall be drawn in ink at an appropriate scale on Mylar sheets, for approval by the City Engineer. Improvement plans for all of the conditioned improvements shall be submitted to the City and reviewed and approved by the City Engineer. All of the conditioned improvement plans shall be approved by the City Engineer concurrently for review.

Plans Required:

a. Street Plans - Plan/Profile at 1" = 40' (Hor), 1" = 4' (Vert), plus Title/Index and Detail Sheets.

    i. Yucca Road from the Western Project Boundary to Adelanto Road, with proper fire department turnarounds.

b. Precise Grading Plan 1" = 30', A grading plan conforming to the requirements of the Uniform Building Code, appendix 33 1997 edition, shall be prepared and submitted to the City Engineer for approval.

c. Water - Plan/Profile at 1" = 40' (Horizontal), 1" = 4' (Vertical), plus Title/Index and Detail Sheets. Index map on Water improvements Plan shall be a min scale of 1"=100' and clearly identify Fire Hydrant locations, valves and pipeline locations.

d. Sewer - Plan/Profile at 1" = 40' (Horizontal), 1" = 4' (Vertical), plus Title/Index and Detail Sheets. Index map on sewer improvements Plan shall be a min scale of 1"=100' and clearly identify Manhole locations, and pipeline locations.

e. Street Striping and Signage 1" = 40'.

    i. Yucca Road from the Western Project Boundary to Adelanto Road.

f. A Storm Water Pollution Prevention Plan shall be prepared and approved by the California State Water Quality Control Board prior to the issuance of any permits for grading. The erosion control plan must be submitted to the city for review and approval and must include an active WDID number.

g. Onsite Underground Utility Plan at 1" = 40' showing the location of all undergrounded utilities including sewers, water, storm drain, gas, electric, telephone, and data and cable television lines. This plan shall be shown schematically based on plans prepared by utility agencies to illustrate the location of any access valves, manholes and hand holes.

Reports Required:

a. Soils Report. A preliminary soils report as prepared by a competent California licensed geotechnical engineer or civil engineer skilled in soils/foundation investigations shall be submitted for review by the Public Works Department Staff along with the first submittal of Street Plans and/or other improvement plans for review. Within the required soils report special attention shall be directed to the rip ability of the proposed road cuts and stability of manufactured slopes. The geotechnical engineer shall determine the setback requirements to support loading without failures in the soil mass.

b. Hydrology Report. A comprehensive drainage plan to the satisfaction of the City Engineer shall be prepared by a licensed Civil Engineer and submitted to the City for approval. The project must accommodate existing drainage flows that impact the project site and impact access to the project site and mitigate offsite drainage that impacts the project. The project must mitigate the increase onsite runoff from pre-development to post-development flows.

56. At the time of first submittal of Final map, the Developer shall provide An Engineer's estimate of construction prepared by the Developer to be approved by the Public Works Department staff and pay to the City of Adelanto all applicable fees.

57. Prior to the recordation of any Final Map: improvement plans for all of the conditioned improvements shall be reviewed and approved by the City Engineer; and the City Engineer must find the Final Map to be in substantial compliance with the tentative map and the conditions of approval; and proper security bonds at prevailing wage costs of the improvements shall be posted with the City for all the conditioned and required improvements that are to be publicly dedicated; and the public landscaping and public lighting for this project shall be annexed into the City Landscaping and Lighting Districts; and a Subdivision Improvement Agreement shall be executed by the subdivider; and the City Council must approve the Final Map for recordation.

58. Proper Security Bonds at prevailing wage costs of the improvements shall be posted with the City for all the conditioned and required improvements that are to be publicly dedicated, including the setting of proper monumentation for the subdivision. Prior to issuance of any permits to construct any improvements, the developer shall enter into an improvement agreement to construct the project improvements per City approved plans and post securities with the City of Adelanto to guarantee completion of construction and payment of labor and materials and one year warranty of the improvements. These securities shall be provided by the Developers and all assignees and successors to the City. The following are the required security amounts and release procedure:

a. The subdivider shall at all times guarantee the subdivider's performance of this entitlement by furnishing to the City, and maintaining, good and sufficient Security as required by the City on forms approved by City for the purposes and in the amounts as follows:

i. To assure faithful performance of this entitlement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements; and

ii. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this entitlement in the additional amount of 100% of the estimated cost of the Improvements; and

iii. To guarantee or warranty the work done pursuant to this entitlement for a period of one year following Acceptance thereof by City against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of the Improvements.

b. Release of Security. Subject to approval by the City, the Security required by this entitlement shall be released as follows:

i. Security given for faithful performance of any act, obligation, work or agreement shall be released upon Acceptance of the Improvements, subject to the provisions of subsection (b) hereof.

ii. In accordance with the requirements of Government Code Section 64999.7, the City Engineer shall allow a partial release of faithful performance Security pursuant to the following procedures. No partial release of Security for labor and materials shall be allowed.

1. Subdivider shall have one opportunity to engage in the process of pre-warranty partial release of performance Security as described in this subsection (b) between the start of work and completion and acceptance of all work on the Improvements. The process allowing for a partial release of performance Security shall occur only when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance Security.

2. At such time that the Subdivider believes that the obligation to perform the work for which the performance Security was required is complete, the Subdivider may notify the City Engineer in writing of the completed work and request a warranty bond walk. This notice shall include with such notification a written list of work completed. Upon receipt of the written notice, the City Engineer shall have twenty (20) business days to review and comment or approve the completion of the required work. If the City Engineer does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, he or she shall supply to the Subdivider a list of all remaining work to be completed.

General Grading Conditions:

59. Prior to the Issuance of a Grading Permit the following must be completed.

a. Native Vegetation Removal Permit & Joshua Tree Survey. Prior to the disturbance of any native indigenous plant life, a Joshua Tree Survey must be performed by the city Staff to determine the chances for successful relocation of existing plant life.

b. Land Disturbance Permit. Prior to disturbing the land a Land disturbance permit must be applied for and disturbance of land greater than 1 Acre. The following must be submitted along with the application for the permit:

   i. Native Vegetation Removal Permit
   ii. WDID (Storm Water Control Board Permit Number)
   iii. Fish and Game Grading Concordance Letter.

c. Rough Grading Plan must be approved, and signed by the City Engineer prior to the issuance of the grading permit.

60. During the grading and land disturbance operations the flowing must be observed:

a. All grading for the proposed subdivision lots shall be confined to the subdivision boundary limits unless the Developer first secures letters of permission to grade across property lines from any and all affected adjacent property owners.

b. Compaction Report. Any grading and/or utility excavations and backfilling, both on and off site, shall be done under the continuous direction of a licensed geotechnical engineer who shall obtain all required permits and submit reports on progress and test results to the Public Works Department staff for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the Public Works Department staff for review and approval, which may require additional tests at the expense of the Developer.

   i. All soils within street improvements must be compacted to 90% and 95% within twelve inches of surface.

c. No un-bound or re-vegetated soil shall be left exposed to wind erosion. If construction operations have not begun within a short duration then the developer shall immediately provide proper soil erosion management techniques including chemical soil binding and rev-vegetation of graded pads, or an equivalent technique approved by the public works department staff.

General Construction Conditions:

61. The City of Adelanto shall be “added insured” on all insurance policies for construction of this project. Proof of insurance shall be provided prior to start of construction.

62. All monuments shall be referenced or reset in accordance with the Business and Professions Code.

63. All improvements shown on the approved improvement plans, as required by the City Engineer, shall be constructed prior to occupancy of any dwelling. All infrastructure improvements required by these conditions of approval, must comply with the City’s standard infrastructure requirements and any specific requirements established in these conditions of approval. Any existing infrastructure failing to meet these requirements must be removed at the developer’s expense and to be reconstructed to meet the infrastructure requirements described in these conditions of approval and current City Standards at the time of development at the developers expense.

64. All improvements constructed in conjunction with this project shall be design and constructed to the City standards, Department of Transportation standards, Green Book Standards, and the City Engineer Requirements that are in effect at the time of the tentative map approval or subsequent extensions of time. All improvements shall be constructed to comply with any health and safety regulations or changes to State and Federal laws current to the time of construction as directed by the City Engineer.

65. During construction, temporary pedestrian and traffic control devices shall be constructed as deemed necessary by the City Public Works Department staff at locations where construction traffic disrupts normal traffic. Such measures and devices shall include but are not limited to: flagmen, barricades, portable electric traffic signals and street sweeping.

66. All utilities plans (i.e. Edison electrical, telephone, cable, etc.) must be approved by the City Engineer prior to installation.

    a. No utility access point, manholes, vaults, or air vents shall be located within sidewalks or pedestrian travel ways or within 12" of curb and gutters.

67. All utilities shall be installed underground to all lots per Public Utilities Commission requirements. No above Ground utility lines shall be permitted within or adjacent to this subdivision for the utilities servicing this project. All aboveground structures shall be located inside either the City Right-of-Way or a dedicated utility easement and located outside of the pedestrian walkways.

68. Inspection. The Developer shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the businesses or residences wherein any construction work is in progress. Where traffic interference may occur during construction, The Developer shall prepare and file a traffic control plan, subject to the reasonable approval by the City Engineer.

69. Upon completion of the work the Developer shall request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been Completed in accordance with this entitlement, the Improvement Plans and City standards, then the City Engineer shall certify the Completion of the Improvements to the CITY, and the City Council shall Accept the Improvements.

70. Additional Fees required for Building permit Issuance:

    a. Prior to issuance of any permits to construct any public improvements, the Developer shall pay to the City of Adelanto all applicable fees.

    b. The Developer shall pay any applicable impact fees that may apply at the time of building permit.

    c. The Developer shall pay any outstanding assessment district fees due at the time of building permit.

    d. The Developer shall pay any sewer and water connection fees and buy-in fees outlined in the feasibility study at the time of building permit.

71. The Developer shall obtain all required right-of-way dedications needed for the required improvements prior to final approval of improvement plans, issuance of any permits, and approval of Final Map for each phases of the subdivision and the Developer shall construct and complete all street improvements required for the phase of the subdivision prior to issuance of any building permits for that phase of the subdivision, and as directed by the City Engineer.

72. All buildings in all phases must have two paved points of access and all terminating paved accesses longer then 150 feet must have proper standard fire turn around.

73. Pavement transitions meeting Department of Transportation design standards shall be installed by the developer where project street improvements widen or reduce the street widths.

74. Final sections shall be approved by the City Engineer prior to construction, which shall be submitted along with the soils report & recommendations on structural sections based on R-value & TI. And shall substantially conform to the sections submitted with the first submittal of the street improvement plans.

75. Streets shall not be paved until all underground utilities are installed.

76. There shall be no intersecting street centerlines greater then or less then 90° (+/- 10°) degrees unless otherwise approved by the Public Works Department staff.

77. Pavement structural section shall be designed based on soils tests (R-Valve Tests) conducted by an acceptable soils testing laboratory and submitted by a California licensed geotechnical engineer for a Traffic Index as approved by the City Engineer.

78. All sidewalks shall have a minimum width of six feet and a minimum unobstructed width of four feet. The location of pedestrian ramps shall be determined by the Public Works Department Staff in accordance with Federal and State laws at the time of construction and shall meet current Federal, State, and Local Americans with Disabilities Act (A.D.A.) standards. Sidewalks, pedestrian ramps and sidewalk/drive approach connections shall be built to current Federal, State, and Local A.D.A. standards.

79. All curb heights and gutter widths shall be based on requirements as set forth by the Hydrology/Hydraulics Report and approved by the Public Works Department staff.

80. All covers for utility manholes, valves, and vaults shall be adjusted to final grade after final paving.

81. Street asphalt concrete pavement shall be placed in multiple lifts depending on design asphalt thickness with the final lift placed after the Repair & Replace (R&R) and Point & Patch is completed.

82. Prior to the time that lumber is deposited on site for approved construction in a specific phase, all curbs and gutters and pavement shall be completed within that phase area and compaction reports for utility trenches and street base shall be approved. Model complexes are excluded from this condition but are required to provide access and fire flow in a manner as approved by the Fire Department.

83. Sleeves for lighting and landscape purposes will be allowed in the public street right-of-way when necessary, subject to the approval of the Public Works Department staff.

84. Where proposed street improvements are proposed to pave streets with existing sewer mains or proposed sewer mains are located, sewer wyes shall be installed and laterals shall be installed to the edge of right-of-way in front of all existing structures along the sewer mains to City Standards, as directed by the City Engineer.

85. All utility tie-ins and other work that disturbs existing public right of way improvements shall be restored per City Encroachment Permit Provisions, or as directed by the Public Works and Engineering Departments staff:

    a. Any disturbance of pavement newer than 12 months requires the entire area of the disturbed pavement and the entire width of any travel lane disturbed to be cold-planed (grinded down) a tenth of a foot (.1 feet) and resurfaced with AC, PG 70-10, as directed by Public Works/ Engineering Department staff.

    b. All disturbed sections of pavement that is older then 12 months must be trenched according to City Standards, permanently resurfaced using the minimum the existing AC plus one (1) inch of AC and six (6) inches of AB Class Type II. The resurfaced areas shall remain in place for a minimum of thirty (30) days and a maximum of forty-five (45) days. Then after that period is over, the resurfaced area and the entire width of any travel lane disturbed are to be cold-planed (grinded down) a tenth of a foot (.1 feet) and resurfaced with AC, PG 70-10, as directed by Public Works/ Engineering Department staff.

    c. Any disturbance of existing concrete work shall be considered reconstruction and must meet current A.D.A. standards. Reconstruction must consist of full concrete saw cut panels, as directed by Public Works/Engineering Department staff.

Street Improvement Conditions:

86. Prior to the issuance of any building permits, the following street dedications and improvements shall be completed as required for each phase:

    a. Offsite street dedications are as follows:

        i. Dedication for street and utility purposes to provide for a Major Boulevard half width of sixty four (64) feet for Koala Road located along the Northern boundary of this project East of Koala

        ii. Dedication for street and utility purposes to provide for a Major Street half width of sixty four (64) feet for Holly Road located along the Northern boundary of this project west of Koala

        iii. Dedication for street and utility purposes to provide for a Major Street half width of sixty four (64) feet for Beaver Road located along the Western boundary of this project

        iv. Dedication for street and utility purposes to provide for a Major Street half width of sixty four (64) feet for Koala Road located along the Eastern boundary of this project

b. Offsite street improvements are as follows:

i. Phase 1:

1. Major Boulevards shall be constructed to half-width of 6 feet of landscaped center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per “R” value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and six-foot sidewalks, per City Standard 109 Type C. This requirement shall apply to the South half of Holly Road located east of Koala along the Northern boundary of this project.

    a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed match the existing improvements provided that full dedications are granted.

2. Major Streets shall be constructed to half-width of 6 feet of center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per “R” value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and six-foot sidewalks, per City Standard 109 Type C. This requirement shall apply to the South half of Holly Road located west of Koala along the Northern boundary of this project.

    a. At the digression of the City Engineer, the landscaped median can be omitted, and the street section can be installed match the existing improvements provided that full dedications are granted.

ii. Phase 2:

1. Major Streets shall be constructed to half-width of 6 feet of center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per “R” value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and six-foot sidewalks, per City Standard 109 Type C. This requirement shall apply to the East half of Beaver Road located along the Western boundary of this project.

2. Major Streets shall be constructed to half-width of 6 feet of center median, 32 feet of asphalt concrete paving consisting of a minimum of 4 inches of asphalt concrete over 6 inches of Class 2 base material, or per “R” value test for a Traffic Index (TI) of 7.5, whichever is greater, 8" concrete curb and gutters, and six-foot sidewalks, per City Standard 109 Type C. This requirement shall apply to the West half of Koala Road located along the Eastern boundary of this project.

87. Improvements may be subject to credits and reimbursements against development impact fees, subject to Federal and State laws, City Municipal Code, City Standards, City Policies, and City Council approval. All Credits and re-imbursements are subject to the approval of the City Engineer and shall be consistent with the Transportation background focus study. Credits and re-imbursements shall not exceed the actual verified costs of the construction of the improvements or exceed the costs per unit identified in the background study as adopted by resolution 06-166.

Traffic Safety:

88. The Developer shall be directly and solely responsible developing a plan for the mitigation of impacts related to existing traffic levels plus project traffic prior to recordation of the final map.

    a. In order to mitigate traffic impacts of this project the developer shall perform the following:

        i. The Developer shall perform a Traffic Impact Analysis for the project in compliance with CALTRANS requirements, and submit the study for review to both CALTRANS and the City prior to approval. Once approved the developer will perform the recommended mitigations outlined in the study.

        ii. The Developer shall pay the City's full Transportation Facility Development Impact Fee and any other street, traffic, or circulation fees that may be in place at the time of building permit issuance as a traffic mitigation measures for this project. If the Development Impact Fee collection is deferred from the time of building permit issuance to the time of issuance of the certificate of occupancy, the developer shall pay the Development Impact Fees that are in place at the time of occupancy.

89. Prior to the recordation of the final map, the Developer shall design and construct a street lighting system to the requirements of the American National Standard Practice for Roadway Lighting, and as directed by City of Adelanto Public Works/Engineering Department staff. This lighting system shall utilize high-pressure sodium vapor lamps.

    a. Streetlights shall be energized when installed and maintained by the developer for eighteen (18) months, after which time the developer will proceed with contacting Southern California Edison to transfer maintenance charges to the City of Adelanto.

    b. Street Light Spacing is required as follows:

Type of Street	Spacing (feet)	Lamp Size	Mounting Height
Local Streets	300' staggered to each side	9,500 HPSV of LED	26' Concrete Pole with 6' Mast Arm
Super Arterials Major Arterials Major Collectors Local Collectors	150' staggered to each side	22,000 HPSV or LED	31' Concrete Pole with 6' Mast Arm

90. Street name signs and traffic control devices, including full-width striping and striping transitioning into existing paving of any streets improved by this project, shall be constructed in accordance with the approved plans and designed to the Manual on Uniform Traffic Control Devices and City Standards at the time of improvement construction as directed by the City Engineer at the time of improvement construction. Street names for this project shall be submitted to the Engineering Department for City Council approval.

    a. All signposts shall be installed with anchors when they are installed into concrete.

    b. All street name signs shall be installed on 12" cap brackets.

    c. Any sign or post removed by the developer shall be returned to the Street Department undamaged and unmolested.

    d. All street striping, onsite and offsite, shall be installed by the developer. This includes "STOP" and stop bars at all "STOP" signs, fog lines and any other traffic safety striping that may apply as directed by the Street Department.

    e. Curbs must be painted red 7.5 feet on each side of center in front of all fire hydrants.

    f. Curbs must be painted white 7.5 feet on each side of center with 3 minute max stenciled of the curb in front of all mailboxes.

    g. Each street section shall have a posted speed limit sign as directed by Public Works/Engineering Department staff.

Sewer Improvements:

91. Sewage disposal shall be consistent with the projects current Feasibility Study (city will accept studies within 2 years from the date of Recordation of final map) and the developer shall pay all fees pursuant to the current Feasibility Study at the time of building permit.

92. The applicant shall connect the project to the City sewer system and pay all associated hook-up fees in compliance with the Adelanto Public Utility Authority. The design shall conform to the City adopted sewer master plan or to requirements of City Engineer. The sanitary sewer system shall be designed and constructed to collect and convey sewage to the City's Wastewater Treatment Plant.

93. Where proposed sewer mains are proposed for installation, including along existing paved roads, sewer wyes shall be installed and laterals shall be installed to the edge of right-of-way in front of all existing structures along the proposed sewer mains to City Standards, as directed by the City Engineer.

    a. Sewer mains shall be a minimum diameter of 8" with PVC pipe and fittings unless otherwise approved by the Public Works Department staff. Service laterals shall be constructed with PVC. No structure shall be occupied until the collection system has been thoroughly cleaned, inspected, tested, and accepted for maintenance by the City Public Works Department staff. All manhole and cleanout covers within paved

areas shall be adjusted to finished grades after paving is completed, and shall be accessible during construction as directed by Public Works and Public Utilities staff. All such adjustments shall be done in a manner as to prevent entry of silt and/or debris into the sewer system.

Water Improvements:

94. Water service shall be consistent with the projects current Feasibility Study (city will accept studies within 2 years from the date of Recordation of final map) and the developer shall pay all fees pursuant to the current Feasibility Study at the time of building permit.

95. The Developer shall comply with all requirements of the Adelanto Public Utility Water District.

96. The applicant shall extend City water mains to service the project, and shall be responsible for paying all fees associated with said extension, including those fees implemented by Ordinance 4 of the Adelanto Public Utility Authority.

97. Water Improvement Design for the project shall conform to the City's adopted Water Master Plan and/or to the requirements of the City's Water Superintendent or the City Engineer. All required backflow devices shall be installed by the developer.

98. All water valves and vault covers within paved areas shall be raised to finish surfaces and painted after paving is completed.

99. All fire hydrants, air vacuums and all other above ground water facilities shall be placed within the sidewalk areas while maintaining a clear 4' foot wide pedestrian travel way. Water meter boxes and vaults, valve covers, etc., may be placed within sidewalks or paved areas provided such devices are set flush with finished surfaces as approved by the Public Works Department staff.

100. A set of water improvement plans shall be submitted to the San Bernardino County Fire Department for comment and review. At the time of the second plan check submittal, water improvement plans with the Fire Departments' corrections incorporated therein shall be submitted to the City Engineer along with the "redline" commented plans from the Fire Department.

101. Fire protection plans shall be designed per the requirements of the Adelanto Fire Marshall. Fire protection shall include but is not limited to:

    a. Fire hydrants shall be no more than 300 feet apart.

    b. Fire hydrants shall be set to a level for "safe break away" and easy access, per the Water Department.

    c. Blue dot identification on final pavement will be required for all hydrants installed.

Drainage Improvements:

102. The Developer shall prepare a final hydrology and hydraulic calculations report to demonstrate that the post development flows proposed to be discharged into and through existing or any other storm drain facilities do not exceed the maximum flows for which said facilities are presently designed. This shall be subject to review and approval of the City Engineer. The Hydrology and comprehensive drainage plan must be prepared by a licensed civil engineer to the satisfaction of the City Engineer and the Hydrology Report shall identify offsite flows that impact the proposed development and identify the increased onsite runoff flows. The Study shall address how the proposed development shall accept offsite flows that impact the proposed development and demonstrate how the proposed development will safely pass through the offsite flows while protecting the proposed development and maintaining to all-weather paved points of access to the community. Also, the Study shall demonstrate the how the proposed development will reduce the increased onsite post-development runoff to less than 90% of pre-developed drainage runoff flows. This study shall substantially conform to the previously approved preliminary hydrology study, and substantially correlate with the submitted improvement plans. This study shall be engineered using County of San Bernardino Flood Control methodologies and included calculations, maps, diagrams and a written conclusion that contains recommendation of how offsite flows and increased onsite runoff shall be mitigated.

    a. The Subdivider and Developer shall be responsible for obtaining all necessary permits and permissions from the department of Fish and Game and the Army Corps of Engineers and from any other regulatory agency for the alterations to any of the watercourses that are impacted by the development of the tract map.

    b. All finished building floor elevations shall be 1.0 feet higher than the 100 year base flood elevations.

103. Storm flows may be conveyed in street sections to the extent that right-of-way limits shall accommodate a 100-year storm to a depth less than 0.7 feet deep from the flow line to provide all-weather emergency ingress and egress. If storm flows cannot be adequately conveyed by street sections, underground storm drains and other mitigation measures shall be provided as recommended in the Hydrology/Hydraulics Report and approved by the City Engineer.

104. Prior to construction of any improvements or prior to any land disturbance, the Developer shall construct temporary drainage facilities and establish erosion control practices as necessary to minimize storm runoff and erosion and silt deposition. All construction storm drains, catch basins, the storm water runoff structures shall be provided with adequate capabilities to filter and retain sediment, grit, oil and grease to prevent pollution in storm water runoff, in compliance with the State Water Board Best Management Practices. The Developer shall obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges associated with construction activities, as directed by the California Water Resources Control Board and approved by the Public Works Department staff. During construction, all NPDES guidelines will be in full force and all Best Management Practices (BMP) shall be followed.

105. The Developer shall obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for Industrial discharges associated with production activities, as directed

by the California Water Resources Control Board. During operations of the plant, all NPDES guidelines will be in full force and all Best Management Practices (BMP) shall be followed.

106. The Developer shall provide adequate mitigation for storm drainage to avoid concentrating or increasing offsite flows, subject to review and approval by City of Adelanto Public Works/Engineering staff. The developer is strongly encouraged to utilize "Low Impact Development" methods to reduce storm water run-off that impacts the site, including energy dissipaters along the drainage path.

a. In order to mitigate drainage flows that impact this tentative tract map, one of the following shall be performed prior to the approval of the improvement plans and prior to approval for map recordation and prior to the issuance to any permits:

i. Consistent with County Flood Control Standards, drainage systems shall be designed so that post-development drainage leaving the project is not greater than 90% of pre-development flows.

Phase 2

1. The Developer shall install a detention basin capable of detaining the flows to a level that is 90% of pre-developed levels for a minimum 100-year storm, subject to the review and approval by the City Engineer.

2. Any properties used for drainage facilities shall be dedicated to the city for drainage uses or have an easement on it for drainage uses.

3. Detention Basins shall be fully landscaped around surrounding street frontages.

4. Detention Basins shall be fully enclosed in City Code compliant fencing.

5. The Retention Basins shall have dry-wells at the inlets and outlets.

107. In order to mitigate the drainage impacts of this project the developer shall perform the following:

a. The Developer shall pay the City's full Drainage Facility Development Impact Fee and any other Drainage fees that may be in place at the time of building permit issuance as a Drainage mitigation measures for this project. If the Development Impact Fee collection is deferred from the time of building permit issuance to the time of issuance of the certificate of occupancy, the developer shall pay the Development Impact Fees that are in place at the time of occupancy.

108. All nuisance drainage must be conveyed across roads designated as Major Street or greater, via subsurface conveyance. This includes, but is not limited to, water drainage flows:

a. Holly Road

Onsite Improvements:

109. All finished pad elevations shall be 1.0 feet higher than all adjacent frontage street elevations, or 0.5 feet higher the top of adjacent curb.

Park and Landscaping:

110. Prior to the grading permit for any phase of development, the Developer shall prepare final improvement plans for the landscaping and irrigation of parks, landscaped areas, and all open spaces. Said plans shall be prepared by a California licensed Landscape Architect and shall be subject to the review and approval of Public Works Department and Planning Department staff.

111. All easements and dedicated Right-of-Way land between the sidewalk and the perimeter masonry wall of the development shall be planted with drought tolerant materials, and irrigation installed, as approved by City Staff. Said landscape easement and landscaped area shall be maintained by the developer.

    a. All plant spacing shall be approved by City Public Works/Engineering Department and Title 17.

FIRE DEPARTMENT

112. No Conditions were received from Fire.

CALIFORNIA ENVIRONMENTAL QUALITY ACT
INITIAL STUDY

CLARK-PACIFIC ADELANTO PLANT
APN: 312954101
ADELANTO, CALIFORNIA

Submitted to:

Planning Division
City of Adelanto
11600 Air Expressway Boulevard
Adelanto, California 92301

Submitted by:

Clark-Pacific

Prepared by:

Lilburn Corporation
1905 Business Center Drive
San Bernardino, CA 92408

October 2015

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CEQA Environmental Checklist

PROJECT DESCRIPTION AND BACKGROUND

Project Title:	Clark Pacific Adelanto Plant
Lead Agency Name and Address:	City of Adelanto 11600 Air Expressway Boulevard P.O. Box 10 Adelanto, CA 92301
Contact Person and Phone Number:	Mark de Manincor (760) 246-2300
Project Location:	Southeast corner of Holly Road and Beaver Road
Project Sponsor Name and Address:	Clark Pacific 1980 South River Road Sacramento, CA 95691
General Plan Description:	Manufacturing Industrial.
Zoning:	MI (Manufacturing/Industrial)
Description of Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.)	See description below.
Surrounding land uses and setting; briefly describe the project's surroundings:	Vacant to the east and south, existing manufacturing land uses to the north, and a car testing facility to the west. Adelanto Airport to the west.
Other public agencies whose approval is required (E.G. permits, financial approval, or participation agreements):	See description below.

DESCRIPTION OF PROJECT:

Project Summary

Clark Pacific Inc., a manufacturer of pre-cast and pre-stressed concrete products is proposing the development of a pre-cast concrete products production facility on approximately 111 acres in the City of Adelanto.

Pre-cast concrete products, such as those produced by Clark Pacific have a variety of applications and have been used in the construction of high rise residential developments, industrial, commercial, transportation, parking and other structures. Production of pre-cast panels involves the use of steel forms, reinforcing steel, miscellaneous metal connectors, and concrete. To fabricate the pre-cast products, the reinforcing and miscellaneous metal are set in steel forms, concrete is poured into the forms, the concrete is cured overnight, the product is removed from the form the next morning when it is textured/finished, and then placed in storage. The panels generally average from 60 to 62 feet in length and 12 feet in width; panels may occasionally reach up to 95 feet in length. When the job site destination is ready, Clark Pacific transports the panels by truck and installs them.

The Proposed Project entails the construction and operation of a structural concrete manufacturing facility on approximately 111 acres at the southeast corner of Beaver Road and Holly Road in the City of Adelanto.

Project Location

The City of Adelanto is located in San Bernardino County, California about 9 miles northwest of Victorville in the High Desert portion of the County. The Project Site is located in the southwestern portion of the City approximately 3 miles east of Highway 395 and approximately 2 miles north of California State Route-18 (Palmdale Road/Pearblossom Highway). Figure 1: Regional Location Map, depicts the location of the Project Site in context of its regional setting. As shown on Figure 2: Vicinity Map, the Project Site incorporates approximately 111 acres located at the southeast corner of Beaver Road and Holly Road in the City of Adelanto. The property lies within Section 7 of Township 5 North, Range 6 West, Adelanto Calif. Quadrangle, San Bernardino Baseline and Meridian, and includes the following Assessor Parcel Numbers: 3129-541-01, 3129-551-01, -02, and -03.

Description of the Proposed Project

Two discretionary actions are required on the part of the City to approve the Project. Approval of a Development Agreement is necessary to allow the project within the City. The Project Applicant also seeks approval of a General Plan Amendment to realign Koala Road to the east side of the Proposed Project location.

The Project Applicant proposes to construct and operate a structural concrete manufacturing facility on a 111-acre property in accordance with the existing M-I Manufacturing Industrial land use designation. The proposed facility is designed to include an 80,000 square-foot production building, a 45,000 square-foot materials warehouse, a 4,000 square-foot maintenance shop, a 16,800 square-foot administrative building, and approximately 39,000 square-feet of ancillary buildings attached to the production building (see Figure 3: Facility Master Plan).

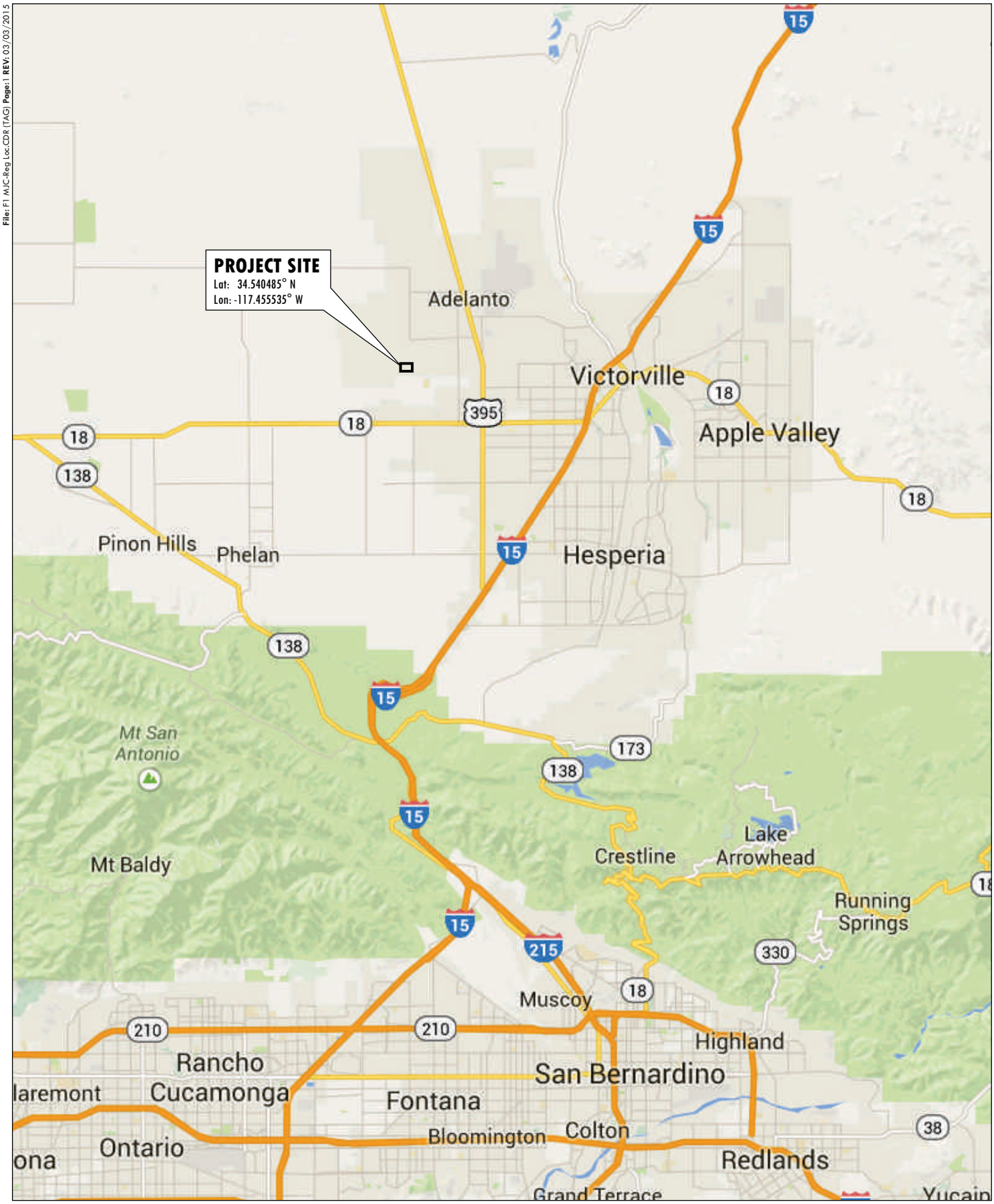
The Proposed Project will also include construction of a concrete batch plant with aggregate bins, casting tables, and concrete outside storage area for various structural elements produced at the facility.

Construction of the manufacturing plant will entail conventional construction consisting of reinforced concrete tilt-up buildings approximately 24 feet in height. The cement batch plant silos will be approximately 40 feet in height. Proposed parking includes an approximately 442-space standard automobile parking lot, with additional trailer parking stalls provided within the facility.

Hours of Operation

Proposed hours of operation, in general would be from 7:00 am to 4:00 pm; however, the facility may request an early start and end time during extreme weather.

File: F1 MJC-Reg Loc.CDR (TAG) Page:1 REV: 03/03/2015



0 5
APPROXIMATE MILES

LILBURN CORPORATION

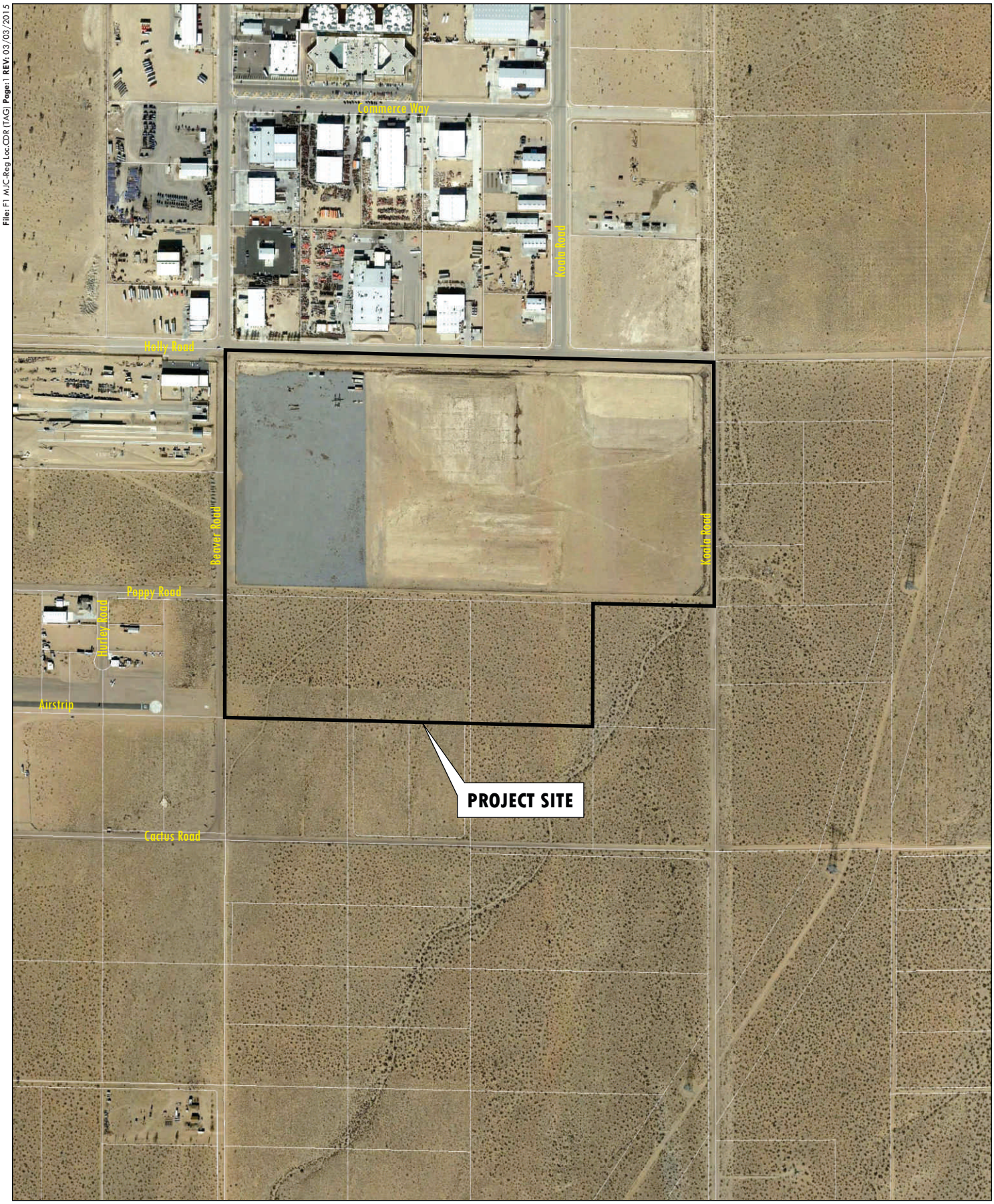
REGIONAL LOCATION

MERRELL JOHNSON COMPANY - CLARK PACIFIC ADELANTO PLANT

City of Adelanto, County of San Bernardino, California

FIGURE 1

File: F1 MJC-Reg Loc.CDR (TAG) Page: 1 REV: 03/03/2015



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0 800

APPROXIMATE FEET

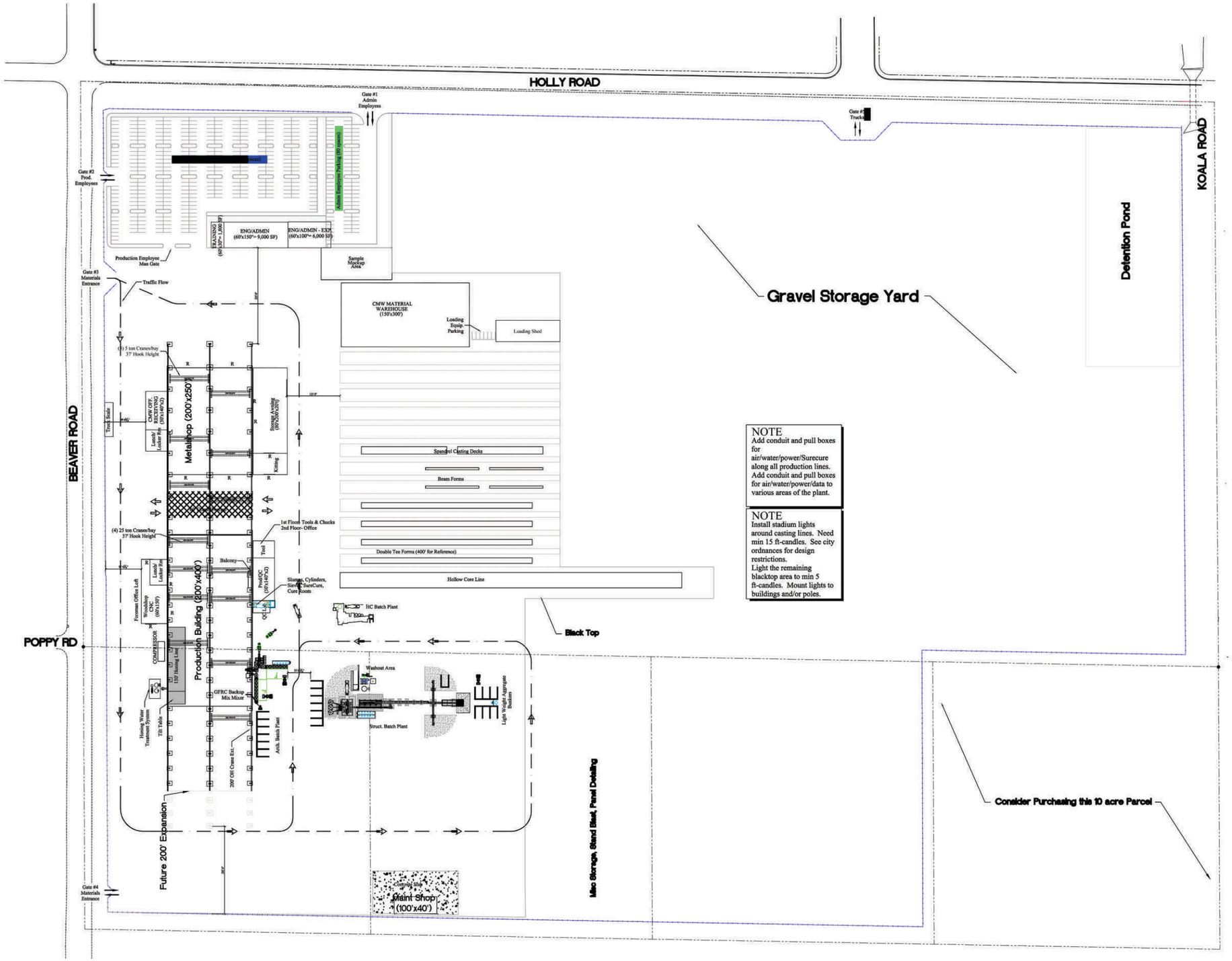
LILBURN CORPORATION

PROJECT VICINITY

MERRELL JOHNSON COMPANY - CLARK PACIFIC ADELANTO PLANT

City of Adelanto, County of San Bernardino, California

FIGURE 2



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APPROXIMATE FEET

LILBURN CORPORATION

PROJECT SITE PLAN

MERRELL JOHNSON COMPANY - ADELANTO PLANT

City of Adelanto, County of San Bernardino, California

FIGURE 3

Traffic

Regional access to the Project Site is mainly provided by US-395. Local access is provided by various roadways in the vicinity of the site. The north-south roadways expected to provide local access include Beaver Road, Koala Road, Bellflower Street, and US-395. The east-west roadways which will be most affected by the project include Rancho Road, Industry Way, Holly Road, Mojave Drive, Palmdale Road, Dos Palmas Road, and Luna Road.

Off-Site Improvements

The Proposed Project development will include half-street improvements on the east side of Beaver Road, south side of Holly Road, and west side of Koala Road The drainage corridor on the easterly property line will be improved and has been designed to carry a 100-year event (Q-100) capacity of 888 cubic feet per second (cfs). The channel will have a 20-foot earthen bottom width, concrete side slopes at a 2:1 slope, and an access road on the channel's west side.

Existing General Plan Designation and Zoning

The Project Site is located in the, Manufacturing/Industrial zone of the City of Adelanto's Land Use/Zoning Map. The Manufacturing/Industrial zone comprises a wide corridor through the city that stretches west to east across the entire city. The drainage channel located along the Project Site's east boundary is identified in the City's Zoning Map as a "Drainage/Open Space Corridor," and is part of the City's Master Plan of Drainage. Project approval will provide for a General Plan Amendment to realign Koala Road to the east of the Project Site.

Surrounding Land Uses and Setting:

The Proposed Project is centrally located within the Manufacturing/Industrial zone, on the south side of Holly Road between Beaver Road and Koala Road. Existing manufacturing and industrial uses occur to the north and west; land to the south and east is vacant. Rural residential development occurs within the Airport Park land use designation west of Beaver Road and south of Poppy Road. The visual character of the site's surroundings is dominated by manufacturing and industrial uses occurring to the north and west of the site, and undeveloped properties designated for future industrial and manufacturing development.

Other Public Agencies Whose Approval is Required :

Other agencies responsible for the protection of natural resources and/or with interest in the Proposed Project include:

- Lahonton Regional Water Quality Control Board (Construction Activity General Construction Permit; NPDES Permit),
- City of Adelanto Public Works Department (Water Quality Management Permit and storm drain design and roadway improvements), and
- City of Adelanto Water Department (domestic water and sewer system design).
- San Bernardino County Fire Department Certified Unified Program Agency (Hazardous Materials Release Response Plan and Inventory - Business Plan)

The above mentioned agencies are not meant to be an all-inclusive list and other agencies may have responsibility over some aspect of the project.

Employment

At full operation the Proposed Project is anticipated to employ approximately 300 full- and part-time employees.

EVALUATION FORMAT

This initial study is prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. This format of the study is presented as follows. The project is evaluated based upon its effect on seventeen (17) major categories of environmental factors. Each factor is reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study Checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact

Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

1. Therefore, no impacts are identified or anticipated and no mitigation measures are required.
2. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.
3. Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are: (List mitigation measures)
4. Significant adverse impacts have been identified or anticipated. An Environmental Impact Report (EIR) is required to evaluate these impacts, which are: (List the impacts requiring analysis within the EIR).

At the end of the analysis the required mitigation measures are restated and categorized as being either self-monitoring or as requiring a Mitigation Monitoring and Reporting Program.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture & Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology /Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality
☐ Land Use/ Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance

DETERMINATION:

On the basis of this initial evaluation, the following finding is made

☐ The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Prepared By: Lilburn Corporation	Date:
Signature:	
Printed Name:	
Reviewed by:	Date:
Printed Name: Mark de Manincor	2-25-16

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
I. AESTHETICS - Would the project				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

SUBSTANTIATON

I a) **No impact.** The Project Site is located south of Holly Road between Beaver Road and Koala Road. The site is located within the City of Adelanto Manufacturing/Industrial zoned district and would not have an effect on a scenic vista. Manufacturing and industrial uses occur to the north and the west of the site. No existing development occurs to the east or south. Development of the site is consistent with zoning and existing uses; therefore, no impacts are identified or anticipated and no mitigation measures are required.

I b) **No impact.** Visual resources identified in the City of Adelanto General Plan include the Shadow Mountains, the Fremont Wash, the bluffs along the Mojave River, and the distant San Bernardino and San Gabriel Mountains. Development of the Proposed Project would not impact the resources identified in the General Plan. Development of the site will not substantially damage scenic resources, including trees, rock outcroppings or historic buildings and scenic highways because these resources do not occur at the site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

I c) **No impact.** The proposed facility will produce pre-cast concrete products. The facility will be developed on four parcels zoned for manufacturing/industrial uses within the City of Adelanto. Surrounding zoning and existing development is also manufacturing/industrial. Development of the site would not substantially degrade the existing character or quality of the site and its surroundings and no mitigation measures are required.

I d) **Less than significant.** As shown on Figure 3: Facility Master Plan, stadium lights would be installed around the casting line area of the facility. The stadium lights illumination would include at a minimum 15 foot-candles; portions of the site developed with blacktop would be lit with a minimum 5 foot-candles. All lighting would be designed in accordance with the City of

Adelanto Industrial Design Standards as defined in Section 17.15.070(H) of the Development Code. Although development of the Proposed Project would result in new light sources; all lighting will be designed in accordance with the City of Adelanto Development Code therefore, less than significant impacts are anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

SUBSTANTIATION

II a) **No impact.** Graded portions of the Project Site are identified as "grazing land" in the California Department of Conservation-California Important Farmland Finder; the portion of the site developed with decomposed gravel is identified as "other land." No prime farmland, unique farmland, or farmland of Statewide importance, is shown on the Farmland Mapping and Monitoring Program maps. The Proposed Project will not result in the conversion of the farmland to non-agricultural use; therefore, no impacts are identified or anticipated and no mitigation measures are required.

II b) **No impact.** As identified in the latest Williamson Act Map for the County of San Bernardino (FY 2012/2013) the Project Site is not under a Williamson Act contract and no Williamson Act lands occur in the vicinity. The site is currently vacant and is not developed or zoned for agricultural uses. The Proposed Project would not conflict with existing zoning for agricultural uses or with an existing Williamson Act contract. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

II c) **No impact.** Existing zoning at the site is MI (mineral/industrial). Existing zoning to the north, east and south is also MI. To the west, zoning includes MI and AP (airport park). No zoning for forest land, timberland, or timberland zoned for Timberland Production occurs at the site or in its vicinity. Development of the Proposed Project would not conflict with zoning for, or cause rezoning of forest land, timberland, or timberland zoned Timberland Production. Therefore, no impacts are identified or anticipated and no mitigation measures are required

II d) **No impact.** No agricultural uses or zoning for farmland and forest land occur at the site. Implementation of the Proposed Project would not result in the conversion of farmland to non-agricultural uses or conversion of forest land to non-forest use because those uses do not exist at the site. Therefore, no impacts are identified or anticipated and no mitigation measures are required

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

SUBSTANTIATION

The following is based on an Air Quality Assessment prepared by Lilburn Corporation, March 2015

a) **Less Than Significant Impact:** The Proposed Project is the development of a pre-cast and pre-stressed concrete products manufacturer. The Project Site is within the Mojave Desert Air Basin (MDAB) and under the jurisdiction of the Mojave Desert Air Quality Management District (MDAQMD). The MDAQMD is responsible for updating the Air Quality Management Plan (AQMP). The AQMP was developed for the primary purpose of controlling emissions to maintain all federal and state ambient air standards for the district. The proposed use is consistent with the City's General Plan and therefore, consistent with the current AQMP. Development of the proposed use is not anticipated to significantly increase local air emissions and therefore would not conflict with or obstruct implementation of the plan. Less than significant impact is anticipated.

b/c) **Less Than Significant Impact:** Proposed site development and construction was screened using CalEEMod version 2013.2.2 air model. This model is used to generate emissions estimates for

land use development projects. The criteria pollutants screened for included: reactive organic gases (ROG), nitrous oxides (NO_x), carbon monoxide (CO), and particulates (PM_{10} and $PM_{2.5}$). Two of these, ROG and NO_x, are ozone precursors. Emissions assumptions were based on the CalEEMod default values for an industrial land use. The emission levels listed reflect the estimated winter season levels, which are normally higher due to atmospheric conditions (marine layer) and increased use of heating systems. The general construction phases for most projects include site grading and development.

Construction Emissions

Construction earthwork emissions are considered short-term, temporary emissions. Once construction is complete and the facility is in use, emissions will be predominately generated by employee vehicles. The resulting emissions generated by construction of the Proposed Project are shown in Tables 1 and 2.

Table 1
Construction Emissions Summary
(Pounds Per Day)

Source/Phase	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Site Preparation	5.1	54.7	42.1	0.0	21.1	12.6
Grading	6.5	74.9	50.2	0.0	17.2	7.4
Building Construction	4.1	31.4	28.2	0.0	2.8	2.0
Paving	2.0	20.2	15.4	0.0	1.2	1.1
Architectural Coating	63.4	2.2	2.6	0.0	0.3	0.2
Highest Value (lbs/day)	**63.4**	**74.9**	**50.2**	**0.0**	**21.1**	**12.6**
MDAQMD Threshold	137	137	548	137	82	82
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: Air Quality Assessment, October 2015
Phases don't overlap and represent the highest concentration.

As shown in Table 1, construction emissions would not exceed MDAQMD thresholds. Impacts would be less than significant. However, the Applicant would be required to comply with MDAQMD rules and regulations 402 and 403 (i.e watering exposed areas 2x daily).

Compliance with MDAQMD Rules 402 and 403

The Applicant is required to comply with all applicable MDAQMD rules and regulations. Therefore, per MDAQMD Rules 402 and 403, the mitigation requiring that exposed surfaces during construction be watered twice per day was "turned on" within the CalEEMod analysis. The developer and its contractor will be required to comply with mandated MDAQMD rules and regulations, including but not limited to, Rules 402 and 403. Therefore, the following dust control conditions applicable to the site activities as recommended by Rules 402 and 403 shall also be implemented:

1. The project proponent shall ensure that any portion of the site to be graded shall be pre-watered prior to the onset of grading activities.

   (a) The project proponent shall ensure that watering of the site or other soil stabilization method shall be employed on an on-going basis after the initiation of any grading activity on the site at least 2x per day. Portions of the site that are actively being graded shall be watered regularly to ensure that a crust is formed on the ground surface, and shall be watered at the end of each workday.

   (b) The project proponent shall ensure that all disturbed areas are treated to prevent erosion until the site is constructed upon.

   (c) The project proponent shall ensure that landscaped areas are installed as soon as possible to reduce the potential for wind erosion.

   (d) The project proponent shall ensure that all grading activities are suspended during first and second stage ozone episodes or when winds exceed 25 miles per hour.

During construction, exhaust emissions from construction vehicles and equipment and fugitive dust generated by equipment traveling over exposed surfaces, would increase NO_X and PM_{10} levels in the area. The following mitigation measures shall be implemented to reduce impacts.

2. To reduce emissions, all equipment used in grading and construction must be tuned and maintained to the manufacturer's specification to maximize efficient burning of vehicle fuel. Site development will be limited to one acre disturbed per day.
3. The contractor shall utilize (as much as possible) pre-coated building materials and coating transfer or spray equipment with high transfer efficiency, such as high volume, low pressure (HVLP) spray method, or manual coatings application such as paint brush, hand roller, trowel, dauber, rag, or sponge.
4. The contractor shall utilize water-based or low VOC coating per MDAQMD Rule 1113. The following measures shall also be implemented:
   - Use Super-Compliant VOC paints whenever possible.
   - If feasible, avoid painting during peak smog season: July, August, and September.
   - Recycle leftover paint. Take any left-over paint to a household hazardous waste center; do not mix leftover water-based and oil-based paints.
   - Keep lids closed on all paint containers when not in use to prevent VOC emissions and excessive odors.
   - For water-based paints, clean up with water only. Whenever possible, do not rinse the clean-up water down the drain or pour it directly into the ground or the storm drain. Set aside the can of clean-up water and take it to a hazardous waste center (www.cleanup.org).
   - Recycle the empty paint can.
   - Look for non-solvent containing stripping products.

- Use Compliant Low-VOC cleaning solvents to clean paint application equipment.
- Keep all paint and solvent laden rags in sealed containers to prevent VOC emissions.

5. The project proponent shall ensure that existing power sources are utilized where feasible via temporary power poles to avoid on-site power generation.
6. The project proponent shall ensure that construction personnel are informed of ride sharing and transit opportunities.
7. All buildings on the project site shall conform to energy use guidelines in Title 24 of the California Administrative Code as updated to reduce energy consumption and reduce GHG emissions.
8. The operator shall maintain and effectively utilize and schedule on site equipment and delivery trucks in order to minimize exhaust emissions from truck idling.

Operational Emissions

Operational source emissions associated with the operation of the facility are from energy usage. The primary emissions are from mobile sources (e.g. vehicles). It is anticipated that the proposed project would generate approximately 1,088 vehicular trips a day (Traffic Impact Analysis prepared by Kunzman Associates, Inc., March 2015). Operational emissions associated with the Proposed Project are listed in Table 2.

Table 2
Operations Emissions Summary
(Pounds Per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Area	5.1	0.0	0.0	0.0	0.0	0.0
Energy	0.2	1.7	1.4	0.0	0.1	0.1
Mobile	5.2	15.2	64.8	0.1	7.0	2.0
Concrete Batch Plant[1]	0.0	0.0	0.0	0.0	15.9	15.9
Total Value (lbs/day)	**10.5**	**16.9**	**66.2**	**0.1**	**23.0**	**18.0**
MDAQMD Threshold	137	137	548	137	82	82
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: Air Quality Assessment, October 2015

As shown in Table 2, operational impacts are less than significant. Therefore, project level impacts are not anticipated to exceed MDAQMD thresholds. Less than significant impact is anticipated.

d) **Less Than Significant Impact:** The Project Site is zoned for Manufacturing/Industrial uses which has been previously assessed and approved per the City's General Plan and has been included in the AQMP. An increase in air quality emissions produced as a result of construction activities would be short-term, below MDAQMD significance thresholds, and would cease once construction is complete. Dust suppression (i.e., water application) as required by the City's Development Code, would reduce 50 to 75 percent of fugitive dust emissions during

construction. Operational emissions were also modeled and determined to not exceed MDAQMD thresholds. Therefore, impacts to sensitive receptors from pollutants are anticipated to be less than significant.

e) **Less Than Significant Impact:** The proposed end use is not anticipated to generate emissions that could generate objectionable odors. A less than significant impact is anticipated.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
IV. BIOLOGICAL RESOURCES - Would the project:				
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc…) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒

SUBSTANTIATION

Natural Resources Assessment, Inc. (NRAI) conducted a general biological survey of the Project Site. The survey findings were documented in NRAI's "Biological Resources Assessment Clark Pacific Concrete Plan Expansion Project" report dated March 30, 2015. Subsequent protocol surveys for the Mohave ground squirrel were completed; the findings are summarized here in.

IV a) **Less than significant with mitigation incorporated.** Approximately 80 acres of the Project Site fronting Holly Road were previously developed. This portion of the Project Site is enclosed by a perimeter fence, about one-third of the area is covered with decomposed granite and supports ruderal (weedy) plant species, the remaining two-thirds are vacant compacted land with a plant community dominated by weedy forbs such as desert fiddleneck (*Amsinckia tessallata*) and Russian thistle (*Salsola tragus*), and weedy, mostly non-native red brome (*Bromus medritensis* ssp. *madritensis*).

The southern portion (approximately 30 acres) of the Project Site is relatively undisturbed and supports two stands of creosote bush scrub. The first stand of creosote bush occurs predominantly on the northern section of the 30 acre area. Vegetation is dominated by creosote bush (*Larrea tridentate*) and burrobush (*Ambrosia dumosa*). Other shrubs in this area include California buckwheat (*Eriogonum fasciculatum*), cheesebush (*Hymenoclea salsola*), Mormon tea (*Ephedra nevadensis*), and disk goldenhead (*Acamptopappus sphaerocephalus*). Annual wild flowers in this area include Fremont's pincushion (*Chaenactis fremontii*), desert dandelion (*Malacothrix glabrata*), and desert suncup (*Camissonia campestris*). The second stand of creosote bush scrub occurs on the southwest corner of the 30 acre area. The stand appears to have been disturbed by past grading activities. The dominant shrub is burrobush followed by creosote bush. There is almost no California buckwheat, cheesebush, Mormon tea, or goldenhead shrubs in this area, but there are many of the same wildflowers as occur further north.

NRAI found that the undisturbed 30-acre portion of the Project Site provides suitable habitat for the Mohave ground squirrel, a State-listed threatened species; desert tortoise, a State and federally listed threatened species; and burrowing owl, a California species of special concern.

Following the general biological survey of the Project Site, surveys for Mohave ground squirrel were completed by Phillipe Vergne of ENVIRA Consulting. The surveys followed the USFWS protocol survey guidelines for Mohave ground squirrel; a total of three trapping sessions were conducted between April and July 2015. All trapping sessions returned negative results for Mohave ground squirrel and it was concluded that the species is not present at the Project Site.

NRAI concluded that impacts to the creosote bush scrub plant community and the associated wildlife habitat are not considered to be significant. Although no sign of desert tortoise was recorded during the field survey, NRAI recommended measures as described below be incorporated into the project to avoid and minimize potential impacts to the species should it occupy the area prior to or during construction. Similar measures are recommended for burrowing owl. Following the negative results of the focused surveys for Mohave ground squirrel; no additional recommendations were made to address Mohave ground squirrel.

Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are:

Desert Tortoise

BIO-1: **A clearance survey shall be conducted for desert tortoise prior to construction per USFWS guidelines (guidelines are summarized in the NRAI report). The clearance survey shall be completed no more than 30 days prior to the start of ground disturbance. If animals are found resident on-site, consultation with the CDFW and USFWS will be required. Implementation of avoidance/minimization mitigation measures and/or a take permit and compensatory mitigation shall be implemented as agreed to by the Project Proponent and the regulatory agencies.**

BIO-2: **During construction, if desert tortoise wanders onto the site in the absence of an exclusion fence, all construction shall be halted. The Project Proponent shall notify the Planning Department of the incident. Construction shall resume only after the animal leaves the area on its own.**

BIO-3: **All construction personnel connected with the project or working on-site shall be required to attend and education course on the desert tortoise. The course should be given by a qualified desert tortoise biologist. The course should be given prior to the start-up of construction work. At a minimum, the course should cover the following:**

- **General behavior and ecology of the tortoise**
- **Distribution of the desert tortoise**
- **Sensitivity to human activities**
- **Status of the desert tortoise under state and federal endangered species acts**
- **Restrictions and guidelines that must be followed by all construction personnel**
- **Penalties and fines for harming desert tortoise**
- **Reporting requirements**
- **Project protective mitigation measures**

Burrowing Owl

BIO-4: **The project proponent shall conduct a take avoidance survey no less than 14 days prior to initiating ground activities on the project area to determine if burrowing owls are nesting on site. If burrowing owl are found during the take avoidance survey, follow up surveys by a CDFW approved biologist and implementation of avoidance measures, preparation of a Burrowing Owl Mitigation and Monitoring Plan, and compensatory in consultation with the CDFW mitigation may be required.**

5. IV b) **No impact.** No riparian vegetation was documented within the Project Site during the biological resources survey. The Proposed Project would not have an adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service because these resources do not occur on-site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

IV c) **No impact.** No wetlands as defined by Section 404 of the Clean Water Act occur on the site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

IV d) **Less than significant.** Under existing conditions approximately 80 acres of the Project Site are fenced and do not allow for wildlife movement. The approximately 30 acres on the south allow for movement limited by the chain-link fence of the 80-acres to the north and sporadic development to the west and south. A desert drainage along the eastern property boundary has been developed into an open ditch as part of the City's Master Plan of Drainage and no longer serves as a wildlife corridor. Due to the proximity of the undisturbed 30 acres to the previously developed site, it was concluded that the implementation of the project will not result in significant habitat fragmentation. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IV e) **Less than significant.** Joshua trees and silver cholla were recorded within the 30 undisturbed acres. Removal of these species is regulated under the California Desert Native Plants Act and Division 8, Chapter 88.01: Plant Protection and Management of the San Bernardino County Development Code. The City of Adelanto enforces native plant protection measures as described in the County Development Code. Prior to obtaining a grading permit the Project Proponent would be required to submit an application for a Native Vegetation Removal Permit and Joshua Tree Survey to the City's Planning Department. A survey completed by the City's Engineering Department would identify all Joshua Trees and other native vegetation requiring transplantation and issue a vegetation removal permit for all other vegetation. Transplantation of all Joshua Trees and other vegetation noted on the permit as requiring transplantation must be performed under the supervision of an experienced/City-approved arborist. Prior to the required transplantation of any native vegetation, a transplantation plan must be submitted to the City of Adelanto. After transplantation, the City may inspect the transplanted specimens to assure that transplantation has been performed appropriately. As part of its approval process through the City the Proposed Project will include a native plant survey and ultimately a transplantation plan. Implementation of the project is not anticipated to conflict with local policies or ordinances biological resources. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IV f) **No impact.** The Project Site is not located within a Natural Community Conservation Plan as identified in the latest California Regional Conservation Plans map published by the California Department of Fish and Wildlife (March 2014). The Project Site is located within the planning boundaries of the West Mojave Plan HCP, a federal land use plan adopted by the BLM in 2006 for the conservation of the desert tortoise, the Mohave ground squirrel, and over 100 other

sensitive plants and animals, and their natural communities. The West Mojave Plan provides a streamlined program for complying with the requirements of CESA and FESA. However, to date no approvals or implementation plans have been approved by CDFW; therefore, the plan applies only to public lands under the jurisdiction of BLM. The Project Site is also located within the planning boundaries of the Desert Renewable Energy Conservation Plan (DRECP) NCCP/HCP. The DRECP is currently a proposed plan, a final draft of the document has not been approved, and no implementing agreements have been issued. No other NCCP/HCPs are known in the area, the Proposed Project is not anticipated to conflict with approved local, regional, or State implemented habitat conservation plans. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
V. CULTURAL RESOURCES - Would the project				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

SUBSTANTIATION

A Phase I Cultural Resources Investigation of the Project Site was completed by McKenna et al. (April 2015). The cultural resource investigation included the following tasks: (1) archaeological records search, (2) Native American consultation, (3) paleontological overview, (4) historic background research, (5) field studies, and (6) analysis and report preparation. The findings of the Cultural Resources Investigation are summarized here in.

V a-b) **No impact.** Historic property records show that no improvements were reported to have occurred in the Project Site until 2007. Aerial photography confirmed that up until 2006, the project site's 110 total acres remained unimproved. Hanson Structural Precast Pacific, Inc. held title to the 80-acre parcel fronting Holly Road from 2007-2012; it is presumed that improvements in this portion of the Project Site occurred sometime in 2007. Pedestrian surveys of the 111-acre Project Site were conducted on March 3 and 4, 2015 and April 9, 2015. During the field surveys it was confirmed that the significant disturbances within the project area are all modern and post-date 2006. No evidence of historic structural remains was identified within the property.

Scant evidence of cans (utility and food) were identified during the field survey scattered through the area (less than 20 cans in over 111 acres). As described in the report, the cans are representative of items deposited over many years (historic and modern cans). Additionally the items were not concentrated, but scattered over a wide area and without context. Some appeared to have blown into the area, others likely discarded, but not associated with any identified property owner or complex. The cans are all standard items indicative of the 20th century, lack

context and spatial integrity, and are not considered significant artifacts. No mitigation measures related to these resources are recommended, as no impacts are anticipated.

The Phase I Cultural Resources Report concluded that no prehistoric uses were identified within the Project Site. It is also considered highly unlikely that historic resources will be found in a buried context within the property. Based on its research and field investigations, McKenna et al. concluded that approval of the Proposed Project would not result in any adverse impacts to known or potentially significant historical, prehistoric, or archaeological resources and that no mitigation measures are warranted. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

V c) **Less than significant.** A paleontological overview was completed as part of the Phase I Cultural Resources Investigation. As described in the report the Project Site is dominated by the presence of younger alluvium deposits derived from the erosion of the north-facing slopes of the San Gabriel Mountains. These deposits have not been associated with fossil specimens. The Project Site is not considered sensitive for paleontological resources. The Cultural Resources Investigation recommends that a paleontological monitor be considered if deep excavation associated with earthwork for development will impact older alluvial deposits. According to the proposed grading plan, earthwork activities will impact the upper 10 feet. No impacts to older alluvial deposits are anticipated; therefore no impacts to paleontological resources are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

V d) **Less than significant.** Construction activities, particularly grading, soil excavation and compaction, could adversely affect unknown buried human remains. Per State Health and Safety Code 7050.5, if human remains are encountered during construction, no further disturbance shall occur until the San Bernardino County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The San Bernardino County Coroner must be notified within 24 hours by the project contractor if a discovery is made on-site. If the County Coroner determines that the remains are not historic, but pre-historic, the Native American Heritage Commission (NAHC) must be contacted to determine the most likely descendant for the area. Once the most likely descendent is determined, treatment of the Native American human remains will proceed pursuant to Public Resources Code Section 5097.98. The NAHC may become involved with decisions concerning the disposition of the remains. Should remains be uncovered during excavation or site preparation, appropriate authorities would be contacted as required by State law; therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
VI. GEOLOGY AND SOILS - Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map Issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☒	☐
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 181-B of the California Building Code (2001) creating substantial risks to life or property?	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

SUBSTANTIATION

A report documenting the findings of a Geotechnical Investigation was prepared by Merrell Johnson Companies (May 2015). The purpose of the investigation was to evaluate surface and subsurface

conditions of the Project Site and provide recommendations for earthwork, design and construction of proposed structure foundations and site improvements. A total of 11 test borings to depths ranging from 5 to 50 feet below the existing ground surface were analyzed. The results of the Geotechnical Investigation are referenced herein.

VI a) i) **Less than significant.** Per the City of Adelanto General Plan, the City of Adelanto is generally located in a seismically active region of Southern California. The Helendale Fault is located east of the city and the San Andreas Fault is located south of the city. These faults may generate potentially damaging earthquakes that could result in property damage, injury, or loss of life. No Alquist-Priolo Earthquake Fault Zoning Map has been prepared by the State Geologist for the Adelanto USGS Quadrangle and no earthquake faults are known to occur in the immediate vicinity of the Project Site. The Proposed Project is not anticipated to expose people or structures to potential adverse effects related to the rupture of a known earthquake fault. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

ii) **Less than significant.** The Project Site is located in a seismically active region of Southern California and may be subject to seismic ground shaking during the project lifetime. The City of Adelanto requires a Design Review for all development projects involving the issuance of a building permit, including the construction of structures on vacant property. Title 14 of the City's Development Code includes provisions implementing the California Building Code and other relevant codes defining the minimum standards of the city to "safeguard life or limb, health, property, and public welfare by regulating the design, construction, quality of material, use and occupancy, location and maintenance of buildings, equipment, structures, and grading within the City" (Development Code 14.10.020). Implementation of the requirements in Title 14 of the Development Code through the Design Review process would ensure that potential impacts related to seismic ground shaking are less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

iii) **No impact.** The Project Site is relatively flat and there are no prominent landforms in the immediate vicinity. No groundwater was encountered in the test borings completed by Merrell Johnson. The groundwater level is expected to be very deep below the site and not within the upper 50 feet; as such, no impacts related to seismic-related ground failure, including liquefaction are anticipated. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

iv) **No impact.** The Project Site is relatively flat and there are no prominent landforms in the immediate vicinity. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VI b) **Less than significant.** Development of the facility will include the construction of various structures including a production building, warehouse, maintenance shop, offices and other

ancillary buildings. To minimize the potential for erosion, approximately half of the site will be paved with permeable decomposed granite and used as a storage yard. A portion of the site would be developed with a detention pond for the retention of onsite stormflow. Any erosion would be retained onsite at the detention pond. Less than significant impacts related to loss of topsoil or erosion are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

VI c) **Less than significant.** The Project Site is located in a generally seismic active region of Southern California. The project is subject to a Design Review prior to issuance of grading and building permits. The California Building Code and relevant codes would be enforced through the Design Review process. Implementation of the relevant building code requirements as required through the City's Design Review will ensure that less than significant impacts related to landslide, lateral spreading, subsidence, liquefaction, or collapse occur. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

VI d) **Less than significant with mitigation incorporated.** Based on the results of the boring data collected by Merrell Johnson, the site is underlain by about 10 to 15 feet of medium dense to dense silty sand. Typically, stiff to very stiff sandy silt of low plasticity underlies the upper sands to depths on the order of 25 feet. Below this depth, the soils are mainly medium dense to very dense silty sands with occasional layers of stiff to very stiff sandy silt and thin lenses of relatively clean poorly graded sand. Based on the soil types encountered and the nature of the materials determined by laboratory testing, Merrell Johnson determined that the on-site soils have a very low potential for expansion. Enforcement of the California Building Code regulations through the City's Project Review will avoid significant impacts involving expansive soils. Possible significant adverse impacts have been identified or anticipated and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measure is:

GEO-1: In order to detect undesirable materials or conditions and soft areas that may be encountered in the construction area, all site preparation and fill placement should be continuously observed and tested by a representative of a qualified geotechnical engineering firm. The engineering firm that provides observation and testing during construction shall assume the responsibility of "geothechnical engineer of record" and, as such, shall perform additional tests and investigation as necessary to satisfy themselves as to the site conditions and the recommendations for site development.

VI e) **No impact.** The Proposed Project includes the extension of sewer services to the site, no septic tanks are proposed. No impacts are anticipated related to soils and their ability to support proposed sewer systems. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
VII. GREENHOUSE GAS EMISSIONS - Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.	☐	☐	☒	☐
b) Conflict with an applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gases.	☐	☐	☒	☐

According to CEQA Guidelines section 15064.4, when making a determination of the significance of greenhouse gas emissions, the "lead agency shall have discretion to determine, in the context of a particular project, whether to use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use." Moreover, CEQA Guidelines section 15064.7(c) provides that "a lead agency may consider thresholds of significance previously adopted or recommended by other public agencies or recommended by experts" on the condition that "the decision of the lead agency to adopt such thresholds is supported by substantial evidence."

The City of Adelanto has not adopted Greenhouse Gas (GHG) thresholds of significance therefore, the MADAQMD threshold will be utilized. The following is based on an Air Quality Assessment prepared by Lilburn Corporation, March 2015.

VII a) **Less Than Significant Impact:** Per CEQA guidelines, new project emissions are treated as standard emissions, and air quality impacts are evaluated for significance on an air basin or even at a neighborhood level. GHG emissions are treated differently, in that the perspective is global, not local. Therefore, emissions for certain types of projects might not necessarily be considered as new emissions if the project is primarily population driven. Many gases make up the group of pollutants that are believed to contribute to global climate change. Currently three gases are evaluated: Carbon dioxide (CO_2) Methane (CH_4) and Nitrous oxide (N_2O). The CalEEMod model was used to determine emissions from GHGs. Project GHG emissions are shown in Tables 3 and 4, construction and operational emissions, respectively.

Table 3
Construction Emissions Summary
Greenhouse Gases
(Tons/yr)

Source/Phase	CO_2	CH_4	N_20
Site Preparation	211.7	0.0	0.0
Grading	330.8	0.0	0.0
Building Construction	460.7	0.0	0.0
Paving	25.0	0.0	0.0
Architectural Coating	2.0	0.0	0.0
Total	1,030.2	0.0	0.0
Total $MTCO_2e$	**1,032.2**		
MDAQMD Threshold	100,000		
Significant	**No**		

Source: Air Quality Assessment, October 2015

Table 4
Operational Emissions Summary
Greenhouse Gases
(Tons/yr)

Source	CO_2	CH_4	N_2O
Area	0.0	0.0	0.0
Energy	913.7	0.0	0.0
Mobile	1,484.3	0.2	0.0
Waste	46.5	2.7	0.0
Water	172.8	1.4	0.0
Concrete Batch Plant[1]	0.0	0.0	0.0
Total Tons Per Year	**2,617.3**		
MDAQMD Threshold (tons)	100,000		
Significant	**No**		

Source: Air Quality Assessment, October 2015

As shown in Tables 3 and 4, GHG emissions are not anticipated to exceed the MDAQMD threshold. Therefore, less than significant impact is anticipated.

VII b) **Less Than Significant Impact:** There are no existing GHG plans, policies, or regulations that have been adopted by CARB or MDAQMD that would apply to this type of emissions source. It is possible that CARB may develop performance standards for Project-related activities prior to Project construction. In this event, these performance standards would be implemented and adhered to, and there would be no conflict with any applicable plan, policy, or regulation; therefore, impacts would be less than significant, and no mitigation would be required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:				
a) Create a significant hazard to the public or the Environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☒	☐
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

SUBSTANTIATION

VIII a) **Less than significant.** Construction and operational activities may involve use of petroleum-based fuels, lubricants, solvents, and other such materials. The construction phase may include the transport of gasoline and diesel fuel to the Project Site and onsite storage for the sole purpose of fueling construction equipment. All transport, handling, use and disposal of substances such as petroleum products, solvents, and paints related to construction and operations will comply with Federal, State, and local laws regulating the management and use of hazardous materials. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

VIII b) **Less than significant.** Hazardous materials and hazardous waste programs are managed by the San Bernardino County Fire Department Certified Unified Program Agency (CUPA). The CUPA is charged with the responsibility of conducting compliance inspections for regulated facilities within San Bernardino County that handle hazardous material, generate or treat a hazardous waste and/or operate an underground storage tank. The CUPA administers permits, inspection activities, and enforcement activities. The use of hazardous materials for operation of the facility would be regulated by the CUPA through a Hazardous Materials Release Response Plan and Inventory (Business Plan). Compliance with the CUPA permit requirements would reduce potential impacts to a level less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

VIII c) **No impact.** The Project Site is not located within one-quarter mile of an existing or proposed school. The Proposed Project will have no impact. Therefore, no impacts are identified or anticipated and no mitigation measures are required

VIII d) **No impact.** As shown on the EnviroStor database compiled by the California Department of Toxic Substances Control, the Project Site is not located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The Project Site is not located on a clean-up site or in a location where corrective action is required; therefore, implementation of the project would not create a significant hazard to the public or the environment.

An Environmental Site Assessment (ESA) of the Project Site was completed by Lilburn Corporation (May 2015). The purpose of the ESA was to assess historical uses at the site specifically relating to the presence of a Recognized Environmental Condition (REC) such as hazardous materials or petroleum products. The ESA did not identify evidence of a REC onsite and no further assessment of the site was recommended. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VIII e) **No impact.** The Project Site is located approximately five miles southwest of the Southern California Logistics Airport. The Project Site is not located within the airport land use plan. Implementation of the Project would not result in a safety hazard for people residing or working

in the project area. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VIII f) **Less than significant.** The Project Site is located immediately east of the Adelanto Airport, a privately owned airstrip with two unpaved runways. One extends north-south and is 3,930 feet long and 100 feet wide. The other extends east-west and is 5,100 feet long and 100 feet wide. Use of the Adelanto airstrip is exclusively private and permission is required prior to any aircraft landing. Use of the facility is irregular. All flight plans are required to be cleared with the Southern California Logistics Airport, located approximately five miles northeast of the Project Site, in order to avoid conflicting traffic. Due to the private nature of the airstrip, irregularity of flight scheduling, and coordination with SCLA, impacts related to safety hazards at the Adelanto Airport are considered less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

VIII g) **No impact.** Project approvals from the San Bernardino County Fire Department CUPA involve the requirement for a business emergency plan outlining site evacuation and emergency situation protocols. Implementation of the project would not impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan. The project will have no impact. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

VIII h) **Less than significant.** The Project Site is surrounded by vacant desert land to the south and east and will develop an interface with wildlands. The City of Adelanto Municipal Code Chapter 14.20 adopts the 2013 edition of the California Fire Code making all provisions of it applicable in the City of Adelanto. Applicable provisions of the Fire Code implemented into the project design will reduce the risk of loss, injury, or death involving wildland fires to a level less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
IX. HYDROLOGY AND WATER QUALITY - Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level, which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structure that would impede or redirect flood flows?	☐	☐	☐	☒

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

SUBSTANTIATION

IX a) **Less than significant.** A Hydrology Study for the Adelanto Plant Site Development dated March 30, 2015 was prepared by Merrell Johnson Companies. As described in the hydrology study, existing topography of the site slopes from the southwest towards the northeast at approximately 1.5%. The surveyors found evidence of small flows in the form of sheet flow across the project area and an existing drainage ditch along the eastern property boundary. The drainage ditch follows the historical course of a blue line stream delineated in the Adelanto Master Plan of Drainage as Channel 3A. As shown on Figure 3: Facility Master Plan, the site design includes a detention basin at the facility's northeast corner. The site has been designed to direct all storm runoff generated onsite to flow into the detention basin; therefore no impacts to water quality standards are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IX b) **Less than significant.** According the City of Adelanto Water Department Annual Water Quality Report 2013, approximately 5.2 million gallons of water are pumped daily from a combination of ten (10) City wells. The project is subject to a Design Review prior to issuance of grading and building permits. A water feasibility study or a will serve letter, depending on the projected water demand, will be required from the City Water Department as part of the Design Review process to ensure that the City of Adelanto Water Department has adequate water supply to service the Proposed Project. Less than significant impacts are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

IX c-d) **Less than significant.** A blue line desert wash occurs outside of the project area near the eastern boundary. On the eastern boundary the wash is channelized into a ditch that crosses under Holly Road and continues in a ditch until it releases back to a natural channel north of Rancho Road/Powerline Road. The natural and channelized portions of the channel are identified in the City of Adelanto General Plan Land Use/Zoning Map as an as a "Drainage/Open Space Corridor." The channel is part of the City of Adelanto Master Plan of Drainage and must be maintained for storm runoff. The Proposed Project includes improvements to the drainage channel. The improved channel has been designed to carry a 100-year event (Q-100) capacity of 888 cfs. The channel will be seven (7) feet deep and will have a 20-foot earthen bottom width with concrete side slopes at a 2:1 slope, and an access road maintained on the channel's west side.

As described in the Hydrology Study, offsite storm runoff flows are tributary to the western and southern boundaries of the project. The existing master plan drainage enters the site approximately at the southeast corner of the site and flows northward, parallel to the proposed right-of-way for Koala Road. Runoff flows tributary to the southern boundary will be intercepted

within the Project Site along the southern boundary and conveyed eastward within their historical flow lines to the master plan drainage channel on the east. Runoff flows tributary to the western site boundary will be intercepted within the street improvements of Beaver Road and conveyed northward in their historical flow lines past the Project Site. Ultimately, all flows will be conveyed within the eastern drainage as designed in the City of Adelanto Master Plan of Drainage. Implementation of the Proposed Project would not substantially alter the existing drainage pattern of the Project Site or immediate vicinity including the natural drainage that comprises part of the City of Adelanto Master Plan of Drainage. Less than significant impacts are anticipated related to the proposed improvements. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

IX e) **Less than significant.** The proposed facility would not generate runoff that exceeds the capacity of the storm water drainage system. The site design includes a detention basin with a capacity of 25,000 cf. All runoff generated onsite would be contained within the detention basin and/or accommodated by the improved storm drain on the eastern boundary of the Project Site. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

IX f) **No impact.** The Proposed Project would not otherwise degrade water quality; refer to Section IX(a).

IX g) **No impact.** The Project Site is mapped in FEMA's Flood Insurance Rate Map Number 06071C5790H. The Project Site is mapped in "Zone D." Zone D is defined as areas in which flood hazards are undetermined but possible; no potential for flood is quantified. The Proposed Project does not include any housing. Production buildings, warehouses, and supporting services buildings will be designed to meet all applicable regulations of the California Building Code. No impacts related to flood hazards are anticipated. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

IX h) **No impact.** The Hydrology Study identified evidence of sheet flow across the Project Site. Although flood hazards are undetermined in the FEMA Flood Insurance Rate Map, the Hydrology Study states that structures should be elevated above the existing terrain to protect them from storm runoff in the form of sheet flows. The facilities internal drainage has been designed to convey storm runoff to a detention basin on the site's northeast corner and toward the historical drainage on the east. Development of the site would not impede or redirect flows from a 100-year storm. Therefore, no impacts are identified or anticipated and no mitigation measures are required

IX i-j) **No impact.** No levees, dams, or large bodies of water are located near the Project Site. The Proposed Project does not include any habitable structures that would expose people or structures to significant loss associated with flooding. The Project Site is not located in a coastal area, near a large body of water, or in a hillside area; and therefore, would not be subject to seiche, tsunami, or mudflow. No impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
X. LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

SUBSTANTIATION

X a) **No impact.** The Project Site is located in the Manufacturing/Industrial zone of the City of Adelanto's Land Use/Zoning Map. The Manufacturing/Industrial zone comprises a wide corridor through the City that stretches west to east across the City. The Proposed Project is centrally located within the Manufacturing/Industrial zone, on the south side of Holly Road between Beaver Road and Koala Road. Existing manufacturing and industrial uses occur to the north and west, land to the south and east is vacant. The Proposed Project is consistent with the existing zoning and surrounding land uses and will not physically divide an established community. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

X b) **No impact.** The Proposed Project is consistent with the existing land use zoning and general plan policy. The project is not anticipated to conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project. The Adelanto North 2035 Comprehensive Sustainable Plan was adopted by the City of Adelanto on August 27, 2014. The Plan promotes sustainable desert development in a 27 square-mile area that includes portions of the City of Adelanto and unincorporated San Bernardino County. The southern boundary of the plan area is defined by Holly Road. The Project Site is located south of Holly Road and therefore is located outside of the Plan area. The Proposed Project will not conflict with the Adelanto North 2035 land use plan. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

X c) **No impact.** The Project Site is located within the planning area of the West Mojave CDCA Plan Amendment. The West Mojave CDCA Plan Amendment was adopted by the BLM in 2006. The Record-of-Decision applies only to 3.3 million acres of BLM-managed lands. To date no approvals have been issued for the Habitat Conservation Plan component by the USFWS or the CDFW. The Project Site is located on private property outside of the BLM management; therefore the West Mojave Plan does not apply. Additionally, the Project Site is located within

the boundaries of the Desert Renewable Energy Conservation Plan (DRECP) NCCP/HCP. At the time of writing the DRECP is a proposed plan and no implementing agreements have been issued. No conflicts related to applicable land use plans or NCCPs/HCPs are anticipated. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XI. MINERAL RESOURCES - Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

XI a) **No impact.** The City of Adelanto General Plan states that minimal extraction has occurred within the planning area; however, many portions of the Planning Area have the potential for mineral and resource extraction. The Department of Conservation DMG Open File Report 94-04 for Victorville-Barstow Region identifies the general vicinity of the planning area as MRZ-4. The MRZ-4 classification applies to areas of no known mineral occurrences where geologic information does not rule out either the presence or absence of significant mineral resources. Significant mineral resources are identified in the vicinity of the City. Per the Department of Conservation report, the most important commodities in the study area are those related to the production of cement and include; limestone, silica, and alumina. Quartzite Mountain and Black Mountain are identified as the two major limestone-producing areas. The Project Site is not located in areas identified as major regional resources and implementation of the project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XI b) **No impact.** The Project Site is not delineated in the General Plan or in the State Geologist Maps as an area of locally important mineral resources. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XII. NOISE - Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

SUBSTANTIATION

XII a) **Less than significant with mitigation incorporated.** Acceptable and unacceptable noise levels in the City of Adelanto are defined in Table VIII-2, "Land Use Compatibility Guidelines Related to Noise Exposure" in the City's General Plan. Per Table VIII-2 of the General Plan, acceptable noise levels in manufacturing and production land uses for general manufacturing may range from 65-70 CNEL; noise levels of 70 – 75 CNEL and 75 CNEL and above are compatible with implementation of noise level reduction design features incorporated into the project. Scattered residential development occurs west of the Project Site within the Airport Park land use designation, approximately two residences are located south of the Project Site within the

Manufacturing/Industrial land use designation. Table VIII-2 of the General Plan does not identify the Airport Park land use category therefore it is assumed that the guidelines applicable at the Project Site are also applicable within the Airport Park designation.

Noise generation related to construction activities is addressed in Section 17.90.020(d) of the City's Municipal Code: the Municipal Code requires construction projects to list general noise reduction practices as "General Notes" on the construction drawings. As part of the Project's conditions of approval (COA), the following notes must be included in the engineering plan's general notes and implemented during construction:

COA 1 Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. to dusk on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g. interior painting) are not subject to these restrictions. City and State construction projects, such as road re-building or resurfacing, and any construction activity that is in response to an emergency, shall be exempt from this requirement.

COA 2 Stationary construction equipment that generates noise in excess of sixty-five (65) dBA at the project boundaries must be acoustically shielded and located at least one hundred (100') from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

COA 3 Construction routes are limited to City of Adelanto designated truck routes.

Construction activities during development of the Project Site could include site preparation (e.g. excavation, grading, and clearing), trenching, pouring of concrete foundations, paving, erection of structures and exterior enclosures, interior improvements, equipment installation, finishing, and clean up. No pile driving or rock blasting is anticipated to occur.

Typical construction equipment that may be used during construction activities at the Project Site includes backhoes, excavators, front-end loaders, concrete pump trucks, and cranes. Noise levels associated with these types of equipment generally range from 80 to 85 dBA Leq at a distance of 50 feet. Noise levels of primary concern typically occur during the site preparation and excavation phases because the equipment used for clearing, grading, excavating, and removing material from a particular site typically generate the highest noise levels (approximately 85 dBA at 50 feet) and their operation is exposed in the open air.

The closest sensitive receptor to the Project Site is a residential property located north of the airport runway approximately 450-feet west of the property boundary within the Airport Park land use designation. Adjacent land uses on the north are all manufacturing/industrial.

Sound levels decrease as a function of distance; therefore it is anticipated that the nearest sensitive receptor at 450-feet would not experience noise levels related to construction that exceed the standards of the General Plan. However, in order to reduce potential impacts to the maximum extent practicable the following mitigation measures shall be implemented during construction in addition to the COA's as described above.

Mitigation Measures

NOI-1: Construction equipment shall be properly maintained in accordance with manufacturer's specifications and shall be fitted with the best available noise suppression devices (e.g. mufflers, silencers, wraps). All impact tools shall be shrouded or shielded, and all intake and exhaust ports on power equipment shall be muffled or shielded.

NOI-2: Construction equipment shall not idle for extended periods of time (no more than 5 minutes).

NOI-3: Stationary equipment (compressors, generators, and cement mixers) shall be located as far from the west project boundary as feasible.

Major noise sources associated with the Clark Pacific operations at the Project Site primarily consist of: concrete batch plant, concrete vibrators, mobile cranes, and forklifts. During operation, on-site activities may include 24-hour operation of the facility including many of the ancillary uses identified on the Facility Master Plan (e.g. batch plant and concrete vibrators). Previous monitoring of 24-hour operations at the existing Clark Pacific production facility in West Sacramento indicates that anticipated operation noise levels are equivalent to 75 dBA Ldn at an approximate distance of 100 feet from the source (Clark Pacific Expansion Project DEIR, Yolo County, March 2012). As shown on the Facility Master Plan, the production building will be located along the western property boundary approximately 800 feet away from the nearest residence. The proposed batch plants are located east of the production building and noise associated with these aspects of operation would be shielded and attenuated by the production building. Sound levels up to 75 dBA Ldn may occur up to 100 feet from the source; however, because sound levels decrease as a function of distance and because sound sources would be either contained within the production building or shielded by it, sensitive receptors located 450-feet or further from the noise sources are not anticipated to experience noise in excess of 75 dBA Ldn. Table VIII-2 of the General Plans requires that noise level reduction measures be implemented if exterior noise levels exceed 65 CNEL and interior noise levels exceed 45 CNEL. In order to mitigate potential impacts to a level less than significant the following mitigation measure shall be implemented.

NOI-4: Coordinate with local landowners and provide noise reduction. Within 60 days of approval of the Proposed Project, the Project Applicant shall coordinate with the landowners of residential property west of Beaver Road to measure interior and exterior noise levels over a 72 –hour period.

If the results of the noise monitoring indicate that noise levels do not exceed 65 dBA (exterior) or 45 dBA (interior), no mitigation shall be required. If the results of the noise survey indicate that exterior noise levels exceed 60 dBA, or interior noise levels exceed 45 dBA, the project applicant shall coordinate with the landowners regarding potential noise reduction measures such as new siding, insulation, windows, or a noise-insulating barrier no less than 6-feet in height across the frontage of the property(s), as necessary to achieve an interior noise level of no more than 45 dBA.

Possible significant adverse impacts have been identified or anticipated and the mitigation measures as described above are required as a condition of project approval to reduce these impacts to a level below significant.

XII b) **No impact.** The City of Adelanto Development Code states that "no ground vibration shall be allowed which can be felt without the aid of instruments at or beyond the subject property line, nor will any vibration be permitted which produces a particle velocity greater than or equal to two-tenths of an inch per second at or beyond the lot line" (Development Code Section 17.90.030(a)). Site preparation will not require pile driving or rock blasting therefore no impacts to ground vibration during construction are anticipated. In order to identify potential ground vibration impacts related to the on-site concrete vibrators and batch plants, Bollard Acoustical Consultants collected data in 2012 at the Pacific Clark West Sacramento; Bollard concluded that no discernable vibration occurs at 200 feet from the concrete vibrators or batch plants. The nearest sensitive receptor is located approximately 450 feet west of the facility. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XII c) **Less than significant impact with mitigation incorporated.** Refer to Section XII(a) above.

XII d) **Less than significant impact with mitigation incorporated.** Refer to Section XII(a) above.

XII e) **No impact.** The Project Site is located approximately five miles southwest of the Southern California Logistics Airport (SCLA). Due to distance, the SCLA is not anticipated to result in noise impacts at the Project Site. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XII f) **Less than significant.** The Project Site is located less than ¼-mile east of the Adelanto Airport. The Adelanto Airport is a privately owned airstrip with two unpaved runways. One extends north-south and is 3,930 feet long and 100 feet wide. The other extends east-west and is 5,100 feet long and 100 feet wide. Use of the Adelanto airstrip is exclusively private and permission is required prior to any aircraft landing. Use of the facility is irregular. All flight plans are required to be cleared with the Southern California Logistics Airport, located approximately five miles northeast of the Project Site, in order to avoid conflicting traffic. Due to the private nature of the airstrip, irregularity of flight scheduling, and coordination with SCLA, impacts related to aircraft operations noise at the Adelanto Airport are expected to be less than

significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XIII. POPULATION AND HOUSING - Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

SUBSTANTIATION

XIII a) **Less than significant.** The Proposed Project will generate approximately 300 jobs. It is anticipated that 225 of those jobs will be filled by existing Clark Pacific employees and 75 would be new hires. As of the 2010 Census a total of 9,086 housing units were reported in the City of Adelanto. Of those, 7,809 were reported as occupied and 1,277 were reported vacant; at the time of the census, 462 were recorded as available for rent and 323 were reported available for sale. The project will generate new job opportunities in the City; available positions are expected to be filled by the local labor pool. However, should the facility attract new resident to the area due to employment opportunities, it is expected that any demands for housing will be accommodated by the existing housing inventory and would not require construction of new housing units or extension of roads or infrastructure. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XIII b) **No impact.** The Proposed Project is the construction of an approximately 111-acre concrete casting facility within the City of Adelanto Manufacturing/Industrial zone district. The site is currently vacant. Existing manufacturing and industrial developments occur to the north and to the west. Development of the project would not displace substantial numbers of existing housing because no housing currently exists on the site. The project would not necessitate the construction of replacement housing elsewhere. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

XIII c) **No impact.** The Proposed Project would not displace substantial numbers of people and will not necessitate the construction of replacement housing elsewhere. The Proposed Project is anticipated to generate employment opportunities for approximately 300 people. Potential new hires are anticipated to come from the City and region's existing labor pool. Therefore, implementation of the project would not displace substantial number of people or necessitate the construction of replacement housing elsewhere. No impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XIV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?	☐	☐	☒	☐
Police Protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other Public Facilities?	☐	☐	☒	☐

SUBSTANTIATION

XIV a) Fire Protection: **Less than significant.** Fire services at the site are provided by the San Bernardino County Fire Department. The closest fire station is located approximately two miles northeast of the site on Rancho Road. The station is staffed daily with three personnel. A paid call firefighter program is in place to assist with additional staffing when necessary. Equipment available at the station includes; one Type 1 fire engine, one hazmat unit, one reserve Type 1 fire engine, one brush patrol, and one water tender. The Proposed Project includes the extension of water utilities to the site and will include fire hydrants in the public right-of-way and within the facility. Development of the site is not anticipated to have a significant demand on fire services; the project would not significantly impact service ratios or response time and would not require construction of new fire protection facilities. Less than significant impacts related to fire protection services are anticipated during the life of the project. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

Police Protection: **Less than significant.** Police services at the site are provided by the San Bernardino County Sheriff. The Adelanto Sheriff Station is located approximately 4-5 miles northeast of the Project Site on Bartlett Avenue. The Proposed Project will generate employment opportunities for approximately 300 people; it is anticipated that 75% of employees will relocate from existing Clark Pacific Facilities and 25% will be new hires. Manufacturing and industrial uses occur to the north and west. Development of the site and addition of new employees is not

anticipated to result in a significant increased demand for police services. Impacts to police services are expected to be less than significant during the life of the project. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

Schools: **Less than significant.** The Project Site is served by the Adelanto Elementary School District and by the Victor Valley Union High School District. The Proposed Project is anticipated to generate approximately 300 new jobs in the City. However, these jobs are expected to be filled by the local available labor force and little to no relocations are anticipated. The Proposed Project is not anticipated to result in population growth that would generate a significant new number of students in the region. The project would have less than significant impact on the existing school service ratios and would not require the construction of new school facilities. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

Parks: **Less than significant.** Development of the proposed concrete casting facility will have no direct impacts on local or regional park resources because no parkland occurs at the site or in its immediate vicinity. The City of Adelanto maintains and operates six public park facilities totaling 36.4 acres (City of Adelanto, March 2014). All parks are located in the northern portion of the City within the Adelanto North 2035 planning area. In addition to City parks, other recreational grounds in the city include a privately owned and operated motocross park for dirt bikes and the El Mirage Off-Highway Vehicle Recreation Area operated by the Bureau of Land Management. The Proposed Project would not have a direct impact on area parks and is not anticipated to generate new residents to the region that would adversely impact available park resources or that would generate demand for additional parkland. Less than significant impacts related to park resources are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XV. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

SUBSTANTIATION

XV a) **Less than significant.** The City of Adelanto maintains and operates six public park facilities totaling 36.4 acres (City of Adelanto, March 2014). All parks are located in the northern portion of the City within the Adelanto North 2035 planning area. In addition to City parks, other recreational grounds in the City include a privately owned and operated motocross park for dirt bikes and the El Mirage Off-Highway Vehicle Recreation Area operated by the Bureau of Land Management. The Proposed Project would not have a direct impact on area parks and is not anticipated to generate new residents to the region that would adversely impact available park resources or that would generate demand for additional parkland. Less than significant impacts related to park resources are anticipated. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XV b) **No impact.** The Proposed Project does not include recreation facilities and does not require the construction or expansion of recreational facilities which may have an adverse effect on the environment. No impacts related to construction of new park facilities would occur. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XVI. TRANSPORTATION/TRAFFIC - Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☒	☐	☐
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☒	☐	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☒	☐
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☒	☐	☐
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

XVI a) **Less than significant with mitigation incorporated.** The traffic issues related to the proposed land uses and development have been evaluated in the context of the California Environmental Quality Act in a Traffic Impact Analysis (TIA) prepared by Kunzman Associates, Inc. (March 30, 2015). The City of Adelanto is the lead agency responsible for preparation of the traffic impact analysis; a series of scoping discussions were conducted with the City of Adelanto to define the desired analysis locations for each analysis year in the TIA. The average daily traffic volume forecasts were determined using the growth increment approach on the *San Bernardino Transportation Analysis Model Year 2008 and Year 2035* average daily traffic volume forecasts. Linear growth between the Year 2008 base condition and the forecast Year 2035 condition was assumed; since the increment years between 2015 and 2035 is 20 years, a factor of 0.74 was used.

Regional access to the Project Site is mainly provided by the US-395. Local access is provided by various roadways in the vicinity of the site. The north-south roadways expected to provide local access include Beaver Road, Koala Road, Bellflower Street, and US-395. The east-west roadways which will be most affected by the project include Rancho Road, Industry Way, Holly Road, Mojave Drive, Palmdale Road, Dos Palmas Road, and Luna Road.

A total of 14 study intersections were identified and analyzed in the TIA, including the four gates that provide access to the Project Site. Study intersections in the circulation system included:

- Beaver Road (NS) at:
    - Holly Road (EW)
- Koala Road (NS) at:
    - Rancho Road (EW)
    - Industry Way (EW)
    - Holly Road (EW)
- Bellflower Street (NS) at:
    - Rancho Road (EW)
- US-395 (NS) at:
    - Rancho Road (EW)
    - Mojave Drive (EW)
    - Palmdale Road (EW)
    - Dos Palmas Road (EW)
    - Luna Road (EW)

TIA Assumptions

Project traffic volumes for all future projections were estimated using employee and truck data obtained from Clark Pacific. The Project Site is proposed to have 300 employees and 25 trucks per day. For purposes of the TIA, the project trucks were increased by twenty-five percent to account for projected operation growth.

During a typical day, the 300 employees are expected to enter the site in the morning and exit the site in the evening. It is assumed that half of the employees will exit and re-enter the site during the day. On a daily basis, there is expected to be 900 employee trips (300 in, 150 out, 150 in, and 300 out).

The City of Adelanto General Plan and Circulation Element have been adopted in accordance with CEQA requirements, and any roadway improvements within the City of Adelanto that are consistent with these documents are not considered a significant impact, so long as the project contributes its “fair share” funding for improvements. A traffic impact is considered significant if the project both: i) contributes measureable traffic to and ii) substantially and adversely changes the Level of Service at any off-site location projected to experience deficient operation under foreseeable cumulative conditions, where feasible improvements consistent with the City of Adelanto General Plan cannot be constructed.

Existing intersection traffic conditions were established through morning and evening peak hour traffic counts obtained by Kunzman Associates, Inc. Explicit peak hour factors were calculated using the data collected.

Under existing conditions existing delay and Level of Service at the study area intersections operate within acceptable Levels of Service during the peak hours. Based on the above assumptions, the Proposed Project is anticipated to generate approximately 1,088 passenger car equivalent daily trips. Table 5 summarizes the expected trip generation.

Table 5
Project Trip Generation

Percentage Splits							
Vehicle Type	Peak Hour						Daily
	Morning			Morning			
	Inbound	Outbound	Total	Inbound	Outbound	Total	
Cars[1]	95%	5%	5%	5%	95%	23%	100%
Trucks[2]	95%	5%	10%	5%	95%	10%	100%
PCE Factors[3]							
Peak Hour							
	Morning			Evening			
	Inbound	Outbound	Total	Inbound	Outbound	Total	
Cars	1	1	1	1	1	1	1
Trucks	3	3	3	3	3	3	3
Trips							
	Peak Hour						
	Morning			Evening			
Cars	43	2	45	10	197	207	900
Trucks	18	1	19	1	18	19	188
Total	61	3	64	11	215	226	1,088

Future Level of Service

<u>Opening Year 2017</u>
For opening year 2017 with project delay Level of Service, the TIA study area intersections are projected to operate at acceptable Levels of Service during the peak hours, except for the intersection US-395 (NS) at Mojave Drive (EW). Without improvements, the intersection is anticipated to operate at LOS E; the addition of a southbound through lane would improve movement at the intersection to LOS D. Additional improvements recommended for Opening Year 2017 include cross street stops at the intersection of Beaver Road (NS) with Holly Road (EW) and at the four Project Site access points.

Year 2035 without Project
Traffic projections for year 2035 without Project conditions indicate that three of the study area intersections would operate at unacceptable LOS F during the peak hours without improvements. Intersections anticipated to operate at unacceptable LOS include:

1. US-395 (NS) at Mojave Drive (EW)
2. US-395 (NS) at Palmdale Road (EW)
3. US-395 (NS) at Dos Palmas Road (EW)

North and southbound lane additions, as identified in the TIA, would result in improvement from unacceptable LOS F to LOS D.

Year 2035 with Project
Traffic projections for the year 2035 with Project traffic indicate that the three intersections identified above would operate at unacceptable LOS F during the peak hours. The intersections would operate at acceptable LOS D during the peak hours with improvements. Recommended improvements by intersection include:

1. US-395 (NS) at Mojave Drive (EW) – addition of:
   - one (1) southbound left turn lane
   - one (1) southbound through lane.

2. US-395 (NS) at Palmdale Road (EW) – addition of:
   - one (1) northbound left turn lane,
   - one and a half (1.5) northbound through lane
   - half (1/2) northbound right turn lane
   - one (1) southbound left turn lane

3. US-395 (NS) at Dos Palmas Road (EW) – addition of:
   - one and a half (1.5) northbound through lane
   - half (1/2) northbound right turn lane
   - one (1) southbound through lane

Implementation of the above listed improvements would result in improved LOS from projected LOS F to LOS D. Improvement recommendations for intersections with projected acceptable LOS include cross street stop signs at all Project Site access gates. Additionally, a traffic signal warrant analysis found that projected 2035 traffic conditions without the Proposed Project warrant a traffic signal at the intersection of Bellflower Street (NS) and Rancho Road (EW). Projected 2035 traffic conditions with project conditions warrant an additional traffic signal at the intersection of Koala Road (NS) and Rancho Road (EW).

The improvements identified within the TIA are consistent with the City of Adelanto General Plan and its Circulation Element. As such, the improvements would not constitute a significant impact, so long as the project contributes its “fair share” funding for improvements. Kunzman

Associates, Inc. identified a fair share cost of approximately $341,700. The dollar figures are rough order of magnitude estimates only and are intended only for the discussion purposes of the TIA, they do not imply any legal responsibility formula for contributions of mitigation.

The TIA identified improvements to the circulation system that would be necessary to maintain acceptable Levels of Service within the study area. In order to ensure that traffic impacts on the circulation system remain at a level less than significant the Project Applicant would contribute fair share funding of improvements as identified in Mitigation Measure TT-1.

Possible significant adverse impacts have been identified or anticipated and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant.

Mitigation Measures

TT-1: The Project Applicant shall pay appropriate development impact fees (fair share) that will go towards the capital improvement program to provide for the implementation of the recommended roadway improvements that will offset potential impacts to the Congestion Management Program intersections as identified in the TIA for the Proposed Project prepared by Kunzman Associates, Inc. and dated March 30, 2015.

XVI b) **Less than significant impact with mitigation incorporated.** See response to XVI (a) above.

XVI c) **Less than significant.** The Proposed Project would not include an air travel component; products transported to and from the Project Site would not be by air. The Project Site is located less than ¼-mile east of the Adelanto Airport. The Adelanto Airport is a privately owned airstrip with two unpaved runways. One extends north-south and is 3,930 feet long and 100 feet wide. The other extends east-west and is 5,100 feet long and 100 feet wide. There are 21 aircraft based at the airport; fifteen single-engine airplanes, three helicopters, two glider planes, and one ultralight craft. Use of the Adelanto airstrip is exclusively private and permission is required prior to any aircraft landing. Use of the facility is irregular. All flight plans are required to be cleared with the Southern California Logistics Airport, located approximately five miles northeast of the Project Site, in order to avoid conflicting traffic. Due to the private nature of the airstrip, irregularity of flight scheduling, and coordination with SCLA, impacts related to aircraft traffic at the Adelanto Airport are expected to be less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVI d) **Less than significant with mitigation incorporated.** The TIA recommended site access driveway improvements and site adjacent roadway improvements (conditions of approval) for the Project as described below. The TIA Exhibit 29 illustrates the on-site and site adjacent recommended roadway lane improvements. Construction of the onsite and site adjacent improvements shall occur in conjunction with Project development activity as required by the City.

Conditions of Approval: Onsite Improvements

The Project Site should provide sufficient parking spaces to meet City of Adelanto parking code requirements in order to service on-site parking demand

Onsite traffic signing and striping should be implemented in conjunction with detailed construction plans for the Project.

Sight distance at each project access should be reviewed with respect to California Department of Transportation/City of Adelanto standards in conjunction with the preparation of final grading, landscaping, and street improvement plans.

Conditions of Approval: Site Adjacent Improvements

Construct Beaver Road from Holly road to the south project boundary at its ultimate half-section width as a Major Collector (80 foot right-of-way) including landscaping and parkway improvements in conjunction with development.

Construct Holly Road from Beaver Road to the east project boundary at its ultimate half-section width as a Major Arterial (100 foot right-of-way) including landscaping and parkway improvements in conjunction with development.

As is the case for any roadway design, the City of Adelanto should periodically review traffic operations in the vicinity of the project once the project is constructed to assure that traffic operations are satisfactory.

As identified in the Project Description of this Initial Study, the Proposed Project includes a proposal for improvements on Beaver Road and Holly Road adjacent to the Project Site, and Koala Road. The additional recommendations from the TIA would be implemented as outlined in Mitigation Measure TT-2.

Possible significant adverse impacts have been identified or anticipated and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant.

TT-2: Onsite traffic signing and stripping shall be implemented in conjunction with detailed construction plans for the Project Site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Adelanto sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.

XVI e) **Less than significant.** The Proposed Project would provide adequate paved access to and from the site. With required adherence to the City requirements for emergency access, impacts would be less than significant. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVI f) **No impact.** The Proposed Project would not conflict with adopted policies, plans, or programs regarding public transit, bikeways or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities. Therefore, no impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS - Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒	☐
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
f) Be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

SUBSTANTIATION

XVII a) **Less than significant.** A Hydrology Study for the Adelanto Plant Site Development dated March 30, 2015 was prepared by Merrell-Johnson Companies. As described in the hydrology study, existing topography of the site slopes from the southwest towards the northeast at approximately 1.5%. The surveyors found evidence of small flows in the form of sheet flow across the project area and an existing drainage ditch along the eastern property boundary. The drainage ditch follows the historical course of a blue line stream delineated in the Adelanto Master Plant of Drainage as Channel 3A. As shown on Figure 3: Facility Master Plan, the site design includes a detention basin at the facility's southeast corner. The site has

been designed to direct all storm runoff generated onsite to flow into the detention basin and to a surface storm drain on the eastern project boundary. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVII b) **Less than significant.** Wastewater treatment service in the City is provided by the City of Adelanto Water Department. The onsite sewer collection facilities will be designed per the guidelines and regulations in the "Adelanto Public Utility Authority Sewer Standards" October 2003 and verified during the City's Design Review. The City Water Department operates a 1.5 million gallons per day (MGD) activated sludge wastewater treatment plant through an operations and maintenance contract with PERC Water Corporation. The City is currently constructing a 2.5 MGD upgrade that will increase its wastewater treatment capabilities to 4.0 MGD and will produce treated reclaimed water that can be used for lawn/public park irrigation, construction and dust control, and other non-potable uses. The Project Site will be served by an existing 8-inch sewer line in Holly Road between the existing Koala Road "T-intersection" and Beaver Road that continues north on Beaver Road. A new 8-inch sewer line will be constructed in the re-aligned Koala Road along the Project Site's easterly property line and tie into an existing sewer at Beaver Road and Holly Road. The proposed connection to the existing wastewater collection and treatment system would not result in significant impacts and would not require addition to the system capacity. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVII c) **Less than significant.** The City of Adelanto has three regional channel systems to carry storm runoff through the incorporated area of the City. Per the City's Master Plan of Drainage, Channel 1 has a drainage area of approximately 15.6 square miles, Channel 2 has a drainage area of approximately 48.7 square miles, and Channel 3 has a drainage area of approximately 80.4 square miles. The ditch on the eastern project boundary is a designated storm drain channel within the Master Plan of Drainage. The Proposed Project includes improvements to the drainage channel. The channel improvement has been designed to carry a 100-year event (Q-100) capacity of 888 cfs. The channel will be seven (7) feet deep and will have a 20-foot earthen bottom width, with concrete side slopes at a 2:1 slope, and an access road on the channel's west side. The proposed improvements to the storm drain system on the eastern project boundary would not cause significant environmental effects related to construction. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XVII d) **Less than significant.** According the City of Adelanto Water Department Annual Water Quality Report 2013, approximately 5.2 million gallons of water are pumped daily from a combination of ten (10) City wells. The project is subject to a Design Review prior to issuance of grading and building permits. A water feasibility study or a will serve letter, dependent of the projected water demand, will be required from the City Water Department as part of the Design Review process to ensure that the City of Adelanto Water Department has adequate water supply to service the Proposed Project. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XII e) **Less than significant.** Implementation of the Proposed Project includes the extension of sewer lines as described in Section XII(b) above. The City of Adelanto Water Department is currently expanding its capacity for wastewater treatment from 1.5 MGD to 4.0 MGD. As the expansion of wastewater treatment capacity is already underway, the City would have adequate capacity to serve the project's projected demand and would not significantly impact existing commitments. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required

XII f) **Less than significant.** The Project Site is served by the County of San Bernardino Victorville Landfill located approximately 11 miles northeast of the site. Solid waste generation from operations is not anticipated to exceed 40 cubic yards (cy) per week, on average. The Victorville Landfill is permitted to receive a maximum throughput of 3,000 tons/day or 1.1 million tons per year. The landfill has a reported remaining capacity of 81,510,000 cy (CalRecycle). At a maximum waste generation of 40 cy per week, the Proposed Project is anticipated to generate approximately 562 tons of waste per year; accounting for less than 1% of the permitted annual throughput. Therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

XII g) **Less than significant.** The Project would be required to comply with the City of Adelanto's waste reduction programs, including recycling and other diversion programs to divert the amount of solid waste deposited into landfills. As such, the Applicant would be required to implement feasible waste reduction programs, including source reduction, recycling, and composting. Additionally, in accordance with the California Solid Waste Reuse and Recycling Act of 1991 (CAL Pub Res. Code § 42911), the Project would be required to provide adequate areas for collecting and loading recyclable materials where solid waste is collected. The collections areas are required to be shown on construction drawing and be in place before occupancy permits are issued. The implementation of these programs would reduce the amount of solid waste generated by the Project and diverted to landfills, which in turn will aid in the extension of the life of affected disposal sites. The Project would comply with all applicable solid waste statues; therefore, no significant adverse impacts are identified or anticipated and no mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorp.	Less than Significant	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects, which will cause Substantial adverse effects on human beings, either directly Or indirectly?	☐	☒	☐	☐

SUBSTANTIATION

XVIII a) The project does not have the potential to significantly degrade the overall quality of the region's environment, or substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Potential impacts to the desert tortoise and burrowing owl were identified and would be avoided via implementation of mitigation measures as discussed in Section IV above. There are no identified historic or prehistoric resources on this site. If any archaeological or paleontological resources are identified during construction of the project, the project is conditioned to stop and notify appropriate authorities, who properly record and/or remove for classification any such finds. Although potential adverse impacts have been identified or anticipated, implementation of mitigation measures as identified in this document would reduce impacts to a level below significant.

XVIII b) The project does not have impacts that are individually limited, but cumulatively considerable. The Project Site has existing infrastructure that is sufficient for all planned uses and no construction that would add cumulative impacts would occur. The Project vicinity is either developed or is capable of absorbing such development without generating any cumulatively significant impacts. No significant adverse cumulative impacts are identified or anticipated and no mitigation measures are required.

XVIII c) The project will not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly, as there are no such impacts identified by the studies conducted for this project or identified by review of other sources or by other agencies.

Only minor increases in traffic, emissions and noise will be created by implementation of the Proposed Project. These potential impacts have been thoroughly evaluated and have been deemed to be neither individually significant nor cumulatively considerable in terms of any adverse affects upon the region, the local community or its inhabitants with the incorporation of mitigation. At a minimum, the project will be required to meet the conditions of approval for the project to be implemented. It is anticipated that all such conditions of approval will further ensure that no potential for adverse impacts will be introduced by construction activities, initial or future land uses authorized by the project approval.

XIX. MITIGATION MEASURES

(Any mitigation measures, which are not 'self-monitoring', shall have a Mitigation Monitoring and Reporting Program prepared and adopted at time of project approval)

BIO-1:
A clearance survey shall be conducted for desert tortoise prior to construction per USFWS guidelines (guidelines are summarized in the NRAI report). The clearance survey shall be completed no more than 30 days prior to the start of ground disturbance. If animals are found resident on-site, consultation with the CDFW and USFWS will be required. Implementation of avoidance/minimization mitigation measures and/or a take permit and compensatory mitigation shall be implemented as agreed to by the Project Proponent and the regulatory agencies.

Monitoring: Monitoring to be implemented by the Planning Department prior to issuance of the grading permit as required in the Mitigation Monitoring and Reporting Program.

BIO-2:
During construction, if desert tortoise wanders onto the site in the absence of an exclusion fence, all construction shall be halted. The Project Proponent shall notify the Planning Department of the incident. Construction shall resume only after the animal leaves the area on its own.

Monitoring: Self-monitoring.

BIO-3:
All construction personnel connected with the project or working on-site shall be required to attend and education course on the desert tortoise. The course should be given by a qualified desert tortoise biologist. The course should be given prior to the start-up of construction work. At a minimum, the course should cover the following:

- General behavior and ecology of the tortoise
- Distribution of the desert tortoise
- Sensitivity to human activities
- Status of the desert tortoise under state and federal endangered species acts
- Restrictions and guidelines that must be followed by all construction personnel
- Penalties and fines for harming desert tortoise
- Reporting requirements
- Project protective mitigation measures

Monitoring: Monitoring to be provided by the Planning Department prior to the issuance of grading permits as required in the Mitigation Monitoring and Reporting Program.

BIO-4:
The project proponent shall conduct a take avoidance survey no less than 14 days prior to initiating ground activities on the project area to determine if burrowing owls are nesting on site. If burrowing owl are found during the take avoidance survey, follow up surveys by a CDFW approved biologist and

implementation of avoidance measures, preparation of a Burrowing Owl Mitigation and Monitoring Plan, and compensatory in consultation with the CDFW mitigation may be required.
Monitoring: Monitoring to be provided by the Planning Department prior to issuance of grading permits as required in the Mitigation Monitoring and Reporting Program.

GEO-1:
In order to detect un-desirable materials or conditions and soft areas that may be encountered in the construction area, all site preparation and fill placement should be continuously observed and tested by a representative of a qualified geotechnical engineering firm. The engineering firm that provides observation and testing during construction shall assume the responsibility of "geothechnical engineer of record" and, as such, shall perform additional tests and investigation as necessary to satisfy themselves as to the site conditions and the recommendations for site development.

Monitoring: Self-monitoring

NOI-1:
Construction equipment shall be properly maintained in accordance with manufacturer's specifications and shall be fitted with the best available noise suppression devices (e.g. mufflers, silencers, wraps). All impact tools shall be shrouded or shielded, and all intake and exhaust ports on power equipment shall be muffled or shielded.

Monitoring: Self-monitoring

NOI-2:
Construction equipment shall not idle for extended periods of time (no more than 5 minutes).

Monitoring: Self-monitoring

NOI-3:
Stationary equipment (compressors, generators, and cement mixers) shall be located as far from the west project boundary as feasible.

Monitoring: Self-monitoring

NOI-4:
Coordinate with local landowners and provide noise reduction. Within 60 days of issuance of the occupancy permit, the Project Applicant shall coordinate with the landowners of residential property west of Beaver Road to measure interior and exterior noise levels over a 72 –hour period. If the results of the noise monitoring indicate that noise levels do not exceed 65 dBA (exterior) or 45 dBA (interior), no mitigation shall be required. If the results of the noise survey indicate that exterior noise levels exceed 60 dBA, or interior noise levels exceed 45 dBA, the project applicant shall coordinate with the landowners regarding potential noise reduction measures such as new siding, insulation, windows, or a noise-insulating barrier no less than 6-feet in height across the frontage of the property(s), as necessary to achieve an interior noise level of no more than 45 dBA.

Monitoring: Monitoring to be provided by the Planning Department as required in the Mitigation Monitoring and Reporting Program.

TT-1:
The Project Applicant shall pay appropriate development impact fees (fair share) that will go towards the capital improvement program to provide for the implementation of the recommended roadway improvements that will offset potential impacts to the Congestion Management Program intersections as identified in the TIA for the Proposed Project prepared by Kunzman Associates, Inc. and dated March 30, 2015.

Monitoring: Monitoring to be provided by the Planning Department prior to issuance of the grading permit as required in the Mitigation Monitoring and Reporting Program.

TT-2:
Onsite traffic signing and stripping shall be implemented in conjunction with detailed construction plans for the Project Site. Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Adelanto sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.

Monitoring: Monitoring to be provided by the Planning Department during final plan check as required in the Mitigation Monitoring and Reporting Program.

GENERAL REFERENCES (List author or agency, date, title)

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Yolo County. March 2012. Clark Pacific Expansion Project DEIR.

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, California 95833-4136
Attn: Tim Taron

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ADELANTO AND CLARK PACIFIC PRECAST, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2016, by and between the City of Adelanto, a municipal corporation ("City"), and Clark Pacific Precast, a California limited liability company ("Landowner"), pursuant to California Government Code Section § 65864 et seq. (the "Development Agreement Statute"). Landowner and City are each a "Party" and are collectively the "Parties" to this Agreement.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted the Development Agreement Statute, which authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.

~~B. City Authorization. Pursuant to the Development Agreement Statute, the City has adopted certain procedures and requirements for the consideration of development agreements. These procedures and requirements are set forth in Title __, Chapter __ of the City Code. This Agreement has been processed, considered and executed in accordance with those City procedures and requirements.~~

C. Property Description. The subject of this Agreement is the development of that certain real property located within the City (the "Property"). A legal description of the Property is attached hereto as **Exhibit A** and incorporated herein by this reference.

D. Project Approvals. To promote the industrial development of the Property in a manner beneficial to the goals and interests of the City, including increased jobs, sales tax revenues and investment in the City, the Adelanto City Council (the "City Council") has approved the following entitlements (each a "Project Approval" and collectively the "Project Approvals"):

1) On _____, ____, an amendment of the General Plan realigning a portion of Koala Road by Resolution No. 16-__ (the "GPA");

2) On _____, ____, the adoption of a Development Plan by Resolution No. 16-__ for the development of a pre-cast concrete production operation on the Property.

E. Benefits to City. The City has determined that the Project, as defined below, is a development for which this Agreement is appropriate, and it desires to enter into this Agreement. This Agreement will, among other things, eliminate uncertainty in long-term planning in connection with the Project, provide for the orderly development of the Project, provide certain benefits to the City, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

F. Benefits to Landowner. In exchange for the benefits to the City that will result from this Agreement, Landowner will receive by this Agreement assurance that it may proceed with the Project in accordance with "Applicable Laws," as defined below, and other terms and conditions set forth herein, and it therefore desires to enter into this Agreement.

G. Environmental Review. The environmental impacts of the current Project Approvals have properly been reviewed and assessed by the City pursuant to the California Environmental Quality Act (Public Resources Code § 21000 et seq.), the CEQA Guidelines (Code of Regulations, Title 14, Section 15000 et seq.), and the City's local ordinances. Concurrent with its approval of this Agreement and following a noticed public hearing on _____, 20__, the City Council adopted, by Resolution No. 20__-__, a Negative Declaration (State Clearinghouse No. 2016021109) (the "Negative Declaration") for the Project Approvals.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth therein, the parties agree to amend, supersede, and restate the Original Agreement as follows:

AGREEMENT

ARTICLE 1
EFFECTIVE DATE AND TERM

1.1 Effective Date. This Agreement shall become effective upon the thirtieth (30th) day following the adoption by the City Council of the ordinance approving this Agreement, or on the date upon which this Agreement is fully executed by the parties hereto, whichever is later (the "Effective Date").

1.2 Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of twenty ~~(20)~~ (10) years thereafter.

ARTICLE 2
DEFINITIONS

2.1 Definitions. The following terms when used in this Agreement shall have the following meanings:

2.2 "Applicable Laws" shall mean all ordinances, resolutions, rules, minute orders, regulations, and official policies of the City in effect on the Effective Date applicable to the development, use, or occupancy of the Property, including those governing the issuance of permits and approvals for the Project and the planning and zoning policies for the Project, as

amended by the Project Approvals, and those establishing and imposing Existing Impact Fees, but excluding uniform codes such as the Uniform Building Code.

2.3 "CEQA" means the California Environmental Quality Act, Public Resources Code §§ 21000 et seq.

2.4 "Changes in the Law" shall have the meaning set forth in Section 3.8, below.

2.5 "City" shall have the meaning set forth in the Preamble to this Agreement.

2.6 "City Council" shall have that meaning set forth in Recital D, above.

2.7 "City Engineer" shall mean the City Engineer of the Engineering Department of the City.

2.8 "Director" shall mean the Director of the Planning Department of the City.

2.9 "Effective Date" shall have that meaning set forth in Section 1.1.

2.10 "Existing Impact Fees" shall mean fees and exactions in effect as of the Effective Date imposed to mitigate the impacts of development of the Project, such as those imposed pursuant to the California Mitigation Fee Act (Government Code §§ 66000 et seq.), including annual cost-of-construction fee adjustments thereto authorized, as of the Effective Date, by the resolutions or ordinances establishing such Fees.

2.11 "General Plan" shall mean the City's General Plan in force as of the Effective Date and described in Recital D.

2.12 "GPA" shall have the meaning set forth in Recital D.

2.13 "Landowner" shall have the meaning set forth in the Preamble to this Agreement.

2.14 "Negative Declaration" shall have the meaning set forth in Recital G, above.

2.15 "Project" shall mean the development and use of the Property in accordance with the Project Approvals.

2.16 "Project Approvals" shall have the meaning set forth in Recital D.

2.17 "Property" shall mean the real property described on **Exhibit A** attached to this Agreement and referenced in Recital C.

2.18 "Term" shall have that meaning set forth in Section 1.2.

2.19 "Zoning Ordinance" shall mean the City's Zoning Ordinance in force as of the Effective Date.

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ARTICLE 3
DEVELOPMENT OF THE PROPERTY

3.1 Vested Right to Develop. Unless otherwise provided herein, Landowner shall have a vested right to develop the Property in accordance with the terms and conditions of this Agreement, all Applicable Laws, and the Project Approvals.

3.2 Density or Intensity of Use. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the other terms and conditions of development applicable to the Property shall be those set forth in this Agreement, the Project Approvals and Applicable Laws.

3.3 Construction Codes. Recognizing the importance of complying with current safety standards for long-term projects, the Parties agree that the City may apply the then-current versions of the Uniform Building, Plumbing, Mechanical, Electrical, Fire, and Grading Codes to the Project throughout the term of this Agreement, provided that the provisions of such uniform codes shall: (i) apply to the Project only to the extent that the applicable code (and the applicable version of the code, as may be amended or revised from time to time) has been adopted by the City and is in force and effect on a City-wide basis; (ii) be interpreted and applied to construction of new buildings within the Project in a reasonable manner consistent with the express provisions and limits in the particular uniform code provisions adopted by the City; and (iii) be interpreted and applied to the Project in a manner consistent with the generally prevailing interpretation of such provisions under the State Building Standards Code.

3.4 Consistency With General Plan and Zoning Ordinance. The City finds that this Agreement and the Project are consistent with and conform to the General Plan. The City also finds that this Agreement is consistent with and conforms to the Project Approvals, and the Project is consistent with and conforms to the Zoning Ordinance. The basis for these findings is set forth in greater detail in the findings adopted in connection with the Project Approvals.

3.5 No Conflicting Enactments. Subject to certain exceptions expressly set forth in Paragraphs (a) through (e) of this Section, the City shall not impose upon or apply to the Property any ordinance, resolution, rule, requirement, regulation, policy, standard, specification, directive, condition, limitation, or other action that is in conflict with the Applicable Laws or the Project Approvals or that reduces the development rights provided by this Agreement. In particular, and without limitation thereof, the City shall not impose any new development mitigation, exaction, or impact fee on the Property other than the Existing Impact Fees.

Notwithstanding the foregoing, the following regulations and requirements shall apply to the development of the Property:

(a) Application fees of every kind and nature imposed by the City to cover the actual costs to the City of processing development applications or for monitoring compliance with Project Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

(c) Regulations governing construction standards and similar matters, as set forth in Section 3.3 above.

(d) City laws which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public from an immediate adverse risk to public health or safety, provided such City laws and regulations are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

(e) Except to the extent otherwise expressly required in connection with any mitigation measures adopted in connection with the Project, annual cost-of-construction adjustments to Existing Impact Fees that are permitted as of the Effective Date under the resolutions and ordinances establishing such Fees, but excluding any new development impact fee or any other adjustments to Existing Impact Fees.

3.6 Initiatives and Referenda. Any requirement, rule, regulation, policy, standard, specification, directive, condition, limitation, restriction, or other measure that is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which would conflict with the Applicable Laws or reduce the development rights provided by this Agreement, shall not apply to the Property.

3.7 Moratoriums. Without limiting the generality of Sections 3.5 and 3.6, any moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting the issuance of building permits or other development consistent with the Project Approvals shall not apply to the Property.

3.8 State and Federal Law. As provided in California Government Code § 65869.5, this Agreement shall not preclude the application to the Property of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations and are otherwise applicable to the Property irrespective of the existence of this Agreement ("Changes in the Law"). In the event that Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with the Changes in the Law, and the parties shall take such action as may be required pursuant to Section 8.6 (Excusable Delay; Extension of Time for Performance) of this Agreement.

3.9 Compliance With Government Code § 66006. As required by Government Code § 65865(e) for Agreements approved after January 1, 2004, the City will comply with the requirements of Government Code § 66006 pertaining to the payment of Existing Impact Fees for the development of the Project.

ARTICLE 4
OBLIGATIONS OF LANDOWNER AND CITY

4.1 Obligations of Landowner.

(a) Generally. The parties acknowledge and agree that the execution of this Agreement by the City is material consideration for both Landowner's acceptance of and agreement to comply with the terms and conditions of the Project Approvals and this Agreement.

(b) Sales Tax Revenues. City acknowledges that the Franchise Tax Board has approved a Use Tax Direct Payment Permit for the Project. Landowner agrees to maintain said Permit, including obtaining any necessary renewals, and to take additional actions as

reasonably necessary to ensure that City receives the benefit of sales tax revenue from materials purchased by Landowner in connection with its activities at the Property.

(c) Beaver Road – Road Improvements. As a condition of the Project Approvals, Landowner will be required to construct the portion of Beaver Road depicted on **Exhibit B** hereto consisting of a half-width of thirty-two feet of asphalt concrete paving, including a minimum of four inches of asphalt concrete over six inches of class 2 base material, or per an "R" value test for a traffic index of ten, whichever is greater, and eight-inch concrete curb and gutters. Engineered improvement plans shall be signed and sealed by a professional civil engineer in the State of California, and reviewed and approved by the City Engineer. Construction of said improvements depicted on **Exhibit B** shall either be completed, or a bond ensuring completion thereof shall be posted, prior to issuance of the first certificate of occupancy for the Project. Landowner will also be required to construct a six-foot wide sidewalk and a twelve-foot landscaped parkway as depicted on **Exhibit B** prior to issuance of a certificate of occupancy for building "B," "C," or "D" as identified on **Exhibit C** hereto.

(d) Koala Road – Road Improvements. As a condition of the Project Approvals, Landowner will be required to construct the portion of Koala Road depicted on **Exhibit B** hereto consisting of a half-width of thirty-two feet of asphalt concrete paving, including a minimum of four inches of asphalt concrete over six inches of class 2 base material, or per an "R" value test for a traffic index of ten, whichever is greater, and eight-inch concrete curb and gutters. Engineered improvement plans shall be signed and sealed by a professional civil engineer in the State of California, and reviewed and approved by the City Engineer. Construction of said improvements depicted on **Exhibit B** shall either be completed, or a bond ensuring completion thereof shall be posted, prior to issuance of the first certificate of occupancy for the Project. Landowner will also be required to construct a six-foot wide sidewalk and a twelve-foot landscaped parkway as depicted on **Exhibit B** prior to issuance of a certificate of occupancy for building "B," "C," or "D" as identified on **Exhibit C** hereto.

(e) Holly Road – Road Improvements. As a further condition of the Project Approvals, Landowner will be required to construct the portion of Holly Road depicted on **Exhibit D** hereto consisting of a half-width of thirty-two feet of asphalt concrete paving, including a minimum of four inches of asphalt concrete over six inches of class 2 base material, or per an "R" value test for a traffic index of ten, whichever is greater, eight-inch concrete curb and gutters, a six-foot wide sidewalk, and a twelve-foot landscaped parkway. Engineered improvement plans shall be signed and sealed by a professional civil engineer in the State of California, and reviewed and approved by the City Engineer. Construction of this portion of Holly Road shall be completed prior to issuance of a certificate of occupancy for building "B," "C," or "D" as identified on **Exhibit C** hereto.

(f) Drainage Improvements. As a further condition of the Project Approvals, Landowner will be required to design and construct those drainage systems and facilities described in **Exhibit E** and depicted in **Exhibit F** attached hereto. Engineered improvement plans shall be signed and sealed by a professional civil engineer in the State of California, and reviewed and approved by the City Engineer. Construction of those drainage systems and facilities described in **Exhibit E** and depicted in **Exhibit F** shall be completed prior to issuance of a certificate of occupancy for building "B," "C," or "D" as identified on **Exhibit C** hereto.

(g) Local Procurement. In carrying out its manufacturing and related activities on the Property, Landowner shall use best efforts to utilize local products and services to the extent feasible. This may include, but is not limited to maintaining agreements for the acquisition

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of sand, gravel, and similar materials solely from one or more aggregate companies with a place of sale (for local sales tax purposes) within the City.

4.2 Obligations of the City.

(a) Generally. In consideration of Landowner entering into this Agreement, the City agrees that it shall comply with all Project Approvals and this Agreement.

~~(b) Credits. City shall extend credits to Landowner as set forth in this Section.~~

~~(1) Transportation Facility Development Impact Fee Credits. City hereby agrees to provide 100% credits against City's Transportation Facility Development Impact Fee applied to building permits on the Property for Landowner's costs of construction, as set forth in Section 4.2(b)(3), of Beaver Road and Holly Road consistent with Sections 4.1(c) and (d). Development of the Property shall not be subject to any other fee or exaction related to street, traffic, or circulation impacts.~~

~~(2) Drainage Facility Development Impact Fee Credits. City hereby agrees to provide 100% credits against City's Drainage Facility Development Impact Fee applied to building permits on the Property for Landowner's costs of construction, as set forth in Section 4.2(b)(3), of those improvements described in Section 4.1(e) and **Exhibit E** and depicted in **Exhibit F** attached hereto. Development of the Property shall not be subject to any other fee or exaction related to drainage impacts.~~

~~(3) Creditable Hard Costs. The "hard costs" of construction to be credited to Landowner by City pursuant to Sections 4.2(b)(1) and (2) shall include, but not be limited to, the costs of the land upon which the subject improvement is located and the identifiable costs of construction, plus the "soft costs" of design, engineering, construction, construction management, environmental mitigation requirements, which may include the preparation of an approved Storm Water Pollution Prevention Plan, and plan check and inspection fees.~~

~~(4) Term for Credits. City's obligation to provide credits to Landowner pursuant to Sections 4.2(b)(1) and (2) shall terminate thirty (30) years after the Effective Date of this Agreement.~~

(5) Not a Limitation. Nothing in Section 4.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from City otherwise provided under then existing City policy, rule, regulation or ordinance.

ARTICLE 5
AMENDMENT

5.1 Amendment of the Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors-in-interest, in accordance with the provisions of California Government Code §§ 65867, 65867.5, and 65868. Any amendment to this Agreement which does not relate to the (i) Term; (ii) permitted uses of the Property; or (iii) conditions, terms, restrictions, or requirements for subsequent discretionary actions, shall not require notice or public hearing before the parties may execute an amendment hereto. Such amendment may be approved by a City Council resolution.

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5.2 Amendment Exemptions. No amendment of a Project Approval shall require an amendment to this Agreement. Instead, any such amendment, including any conditions, mitigation measures, and other restrictions associated with the amendment, automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

ARTICLE 6
THIRD PARTY LITIGATION

6.1 Third Party Litigation Concerning Review or Approval of Project. Landowner and its successors, heirs, and assigns agree to indemnify and defend the City in the event any legal action or proceeding is commenced by any person or entity against the City, its elected officials, officers, employees, agents, and independent contractors, arising out of or in any way connected with this Agreement or the City's approval of the Project, issuance of the Project Approvals, certification of the Negative Declaration or other actions taken to comply with CEQA, or any other action taken by the City in connection with the Project. In providing any defense under this Section, Landowner shall use counsel reasonably acceptable to the City Attorney. The provisions of this Section shall survive the termination or expiration of this Agreement.

6.2 Third Party Litigation Concerning Construction or Operation of Project. Landowner and its successors, heirs, and assigns agree to indemnify and defend the City in the event any legal action or proceeding is commenced by any person or entity against the City, its elected officials, officers, employees, agents, and independent contractors, arising out of or in any way connected with Landowner's construction or operation of the Project, with the exception of claims for damages arising solely through the active negligence or willful misconduct of elected officials, officers, employees, agents, or independent contractors of the City. In providing any defense under this Section, Landowner shall use counsel reasonably acceptable to the City Attorney. The provisions of this Section shall survive the termination or expiration of this Agreement.

ARTICLE 7
PERIODIC REVIEW

7.1 Conducting the Periodic Review. Pursuant to City Code § _____ and Government Code § 65865.1, the Director shall review the extent of good faith compliance by Landowner with the terms of this Agreement on an annual basis, on or before the anniversary date of the recordation of this Agreement (the "Periodic Review"). A component of the Periodic Review is an annual monitoring report to be submitted to the Director by Landowner within thirty (30) days of each anniversary date or, alternatively, within thirty (30) days of receiving a written request for such report from the Director, whichever occurs first. The procedure for the Periodic Review shall be as set forth in Title __, Chapter __ of the City Code, as may be amended from time to time, provided that any such amendments shall apply only to the extent that they do not conflict with the express terms of this Agreement.

ARTICLE 8
DEFAULT AND REMEDIES FOR DEFAULT

8.1 Default. No party shall be in default under this Agreement unless it has failed to perform under the Agreement for a period of thirty (30) days after written notice from the other party of an event of default. The notice of an event of default shall specify in detail the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of

the cure shall be deemed to satisfy such requirement. Evidence of default may also arise in the course of periodic review as set forth in Article 7. The 30-day notice period shall not apply if the default is of such a nature that it cannot be cured, in which event the non-breaching party shall be entitled to proceed in accordance with the remaining provisions of this Article.

8.2 Remedies and. Termination. After the expiration of the thirty (30) day period (or longer, as applicable), the party alleging default may, at its option, institute legal proceedings under this Agreement or give notice of its intent to terminate the Agreement pursuant to California Government Code § 65868 and relevant provisions of the City Code or may pursue such other administrative remedies as may be appropriate. Following notice of intent to terminate, the matter shall be scheduled for a public hearing before the City Council to review and consider the matter within thirty (30) days. Except to the extent that California law may contain different notice or hearing requirements, notice of the public hearing shall be provided in accordance with the provisions of City Code § _____, and the public hearing shall be conducted in accordance with the provisions of City Code § _____. Following consideration of the evidence presented in the review, if no resolution is reached, the party alleging the default may give written notice of the termination of this Agreement and pursue any and all remedies that may be available in law or equity, including but not limited to specific performance or the rescission of this Agreement.

8.3 Specific Performance. The parties acknowledge that monetary damages and remedies at law are generally inadequate and that specific performance is an appropriate remedy for the enforcement of this Agreement and should be available to all parties.

8.4 Cumulative Remedies. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for damages, declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

8.5 Venue; Applicable Law; Attorney Fees. Venue for all legal proceedings shall be the Superior Court for the State of California, County of San Bernardino. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The prevailing party in such litigation, as determined by the Court, shall be awarded reasonable attorneys' fees in addition to statutory costs.

8.6 Excusable Delay; Extension of Time for Performance. In addition to the specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, acts of terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental laws or regulations enacted by the state or federal government, or litigation. An extension of time for such cause, including an extension of the Term, may be granted in writing by the unaffected party for the period of the excusable delay or longer, or as may be mutually agreed upon.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Incorporation of Recitals and Preamble. The Recitals contained in this Agreement, and the introductory preamble preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

9.2 Covenants. All of the provisions of this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Property, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property, and is binding upon the owner of all or a portion of the Property and each successive owner during its ownership of such portion of the Property.

9.3 Assignment. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit G** and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed portion of the Property.

9.4 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in fully force and effect unless amended, modified, or terminated by mutual consent of the parties. Notwithstanding the foregoing, if a court of competent jurisdiction over this Agreement determines that the vested rights provided by this Agreement are invalid, void or unenforceable, Landowner may (in its sole discretion) terminate this Agreement by providing written notice of such termination to the City.

9.5 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the Project Approvals and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.6 Construction. Each reference in this Agreement to any of the Project Approvals shall be deemed to include any amendment of the Project Approvals, whether or not the particular reference refers to or contemplates such amendment. This Agreement has been reviewed and revised by legal counsel for both the City and Landowner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.7 Amendment. Except as provided under Title __, Chapter __ of the City Code and Government Code § 65865.1, no amendment to this Agreement shall have any force or effect unless it is set forth in writing, signed by duly authorized representatives of each of the parties hereto, and recorded in the Official Records of the County of San Bernardino. Any amendment shall be processed in the manner required by Government Code § 65858 and Title __, Chapter

__ of the City Code. The cost to the City in processing a proposed amendment shall be paid by Landowner. Landowner shall pay any and all normal application fees.

9.8 Conflicts With City Code. The provisions of Title __, Chapter __ of the City Code, entitled "Development Agreements," are incorporated herein by this reference. However, in the event of a conflict between a specific provision of the City Code and a specific provision of this Agreement, this Agreement shall prevail.

9.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.10 No Joint Venture or Partnership. The City and Landowner hereby renounce the existence of any form of joint venture, partnership, or other legal entity between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and Landowner.

9.11 Notices.

(a) All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the City and Landowner at their respective addresses, as follows:

For Landowner: For City:

Terry Street
General Manager
General Contracting Division
Clark Pacific Precast, LLC
1980 South River Road
West Sacramento, CA 95691

With a copy to:

Tim Taron, Esq.
Hefner Stark & Marois LLP
2150 River Plaza Drive, Ste. 450
Sacramento, CA 95833

(b) In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of deliver is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To Landowner:	Clark Pacific Precast, LLC	(916) 372-0323
	Tim Taron, Esq.	(916) 925-1127
To City:	City Administrative Officer	
	City Attorney	

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(c) Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days before the effective date of such change.

(d) All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using facsimile machines, or on the fifth day following deposit in the mail if sent by first class mail.

9.12 No Third Party Beneficiaries. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

9.13 Authorized Representatives. The persons executing this Agreement on behalf of the parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective party and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective party understand that both parties are relying on these representations in entering into this Agreement.

9.14 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.15 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof may request to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.

(c) If City receives a request for notice of default from a Mortgagee, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the cure period allowed to Landowner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu thereof or otherwise, shall take the Property, or part thereof, subject to the terms of this

Agreement. Provided, however, notwithstanding anything to the contrary above, any Mortgagee or successful bidder who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless it desires to continue development and use of the Property consistent with this Agreement and the Project Approvals, in which case the owner by foreclosure shall assume the obligations of Landowner hereunder in a form acceptable to the City.

ARTICLE 10
ENTIRE AGREEMENT, COUNTERPARTS, AND EXHIBITS

This Agreement constitutes the entire agreement between the City and Landowner and supersedes all prior negotiations, representations, or other agreements, whether written or oral, between the same parties with respect to the matters covered herein. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Property Description

Exhibit B Beaver Road Improvements

Exhibit C Master Site Plan

Exhibit D Holly Road Improvements

Exhibit E Drainage Systems and Facilities Description

Exhibit F Storm Drain Channel Plans

Exhibit G Form of Assignment

ARTICLE 11
RECORDATION

Pursuant to Government Code § 65868.6, no later than ten (10) days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of San Bernardino.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date first set forth above.

CLARK PACIFIC PRECAST, LLC, a California limited liability company	CITY OF ADELANTO
By _____	By _____
Name: _____	Name: _____
Its: _____	Its: _____
Approved as to Form:	**Approved as to Form:**
HEFNER, STARK & MAROIS LLP	

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By _____ By _____
Tim Taron _____, City Attorney

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ADELANTO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING 50% OF ALL GAS, OIL, HYDROCARBONS AND ALL MINERAL LYING IN, ON OR UNDER SAID LAND, AS RESERVED BY T.1. MICALLEF AND SALLY MICALLEF, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 30, 1959, IN BOOK 4969, PAGE 435, OFFICIAL RECORDS.

APN: 3129-551-01-0-000

PARCEL 2:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM FIFTY PERCENT OF ALL GAS, OIL, HYDROCARBONS AND ALL MINERALS LYING IN, ON OR UNDER SAID LAND, AS RESERVED BY T. J. MICALLEF AND SALLY MICALLEF, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 30, 1959 IN BOOK 4969, PAGE 435 OF OFFICIAL RECORDS.

APN: 3129-551-02-0-000

PARCEL 3:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING 50 PER CENT OF ALL GAS, OIL, HYDROCARBONS AND ALL MINERALS LYING IN, ON OR UNDER SAID LAND, AS RESERVED BY T. J. MICALLEF AND SALLY MICALLEF, HUSBAND AND WIFE, IN DEED RECORDED OCTOBER 30. 1959 IN BOOK 4969, PAGE 436 OFFICIAL RECORDS, BUT WITHOUT SURFACE RIGHTS DOWN TO A DEPTH OF 500 FEET AS CONTAINED IN QUITCLAIM DEED EXECUTED BY T. 3. MICALLEF AND SALLY MICALLEF RECORDED AUGUST 10, 1977.

APN: 3129-551-03-0-000

PARCEL 4:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ADELANTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 3129-541-01-0-000

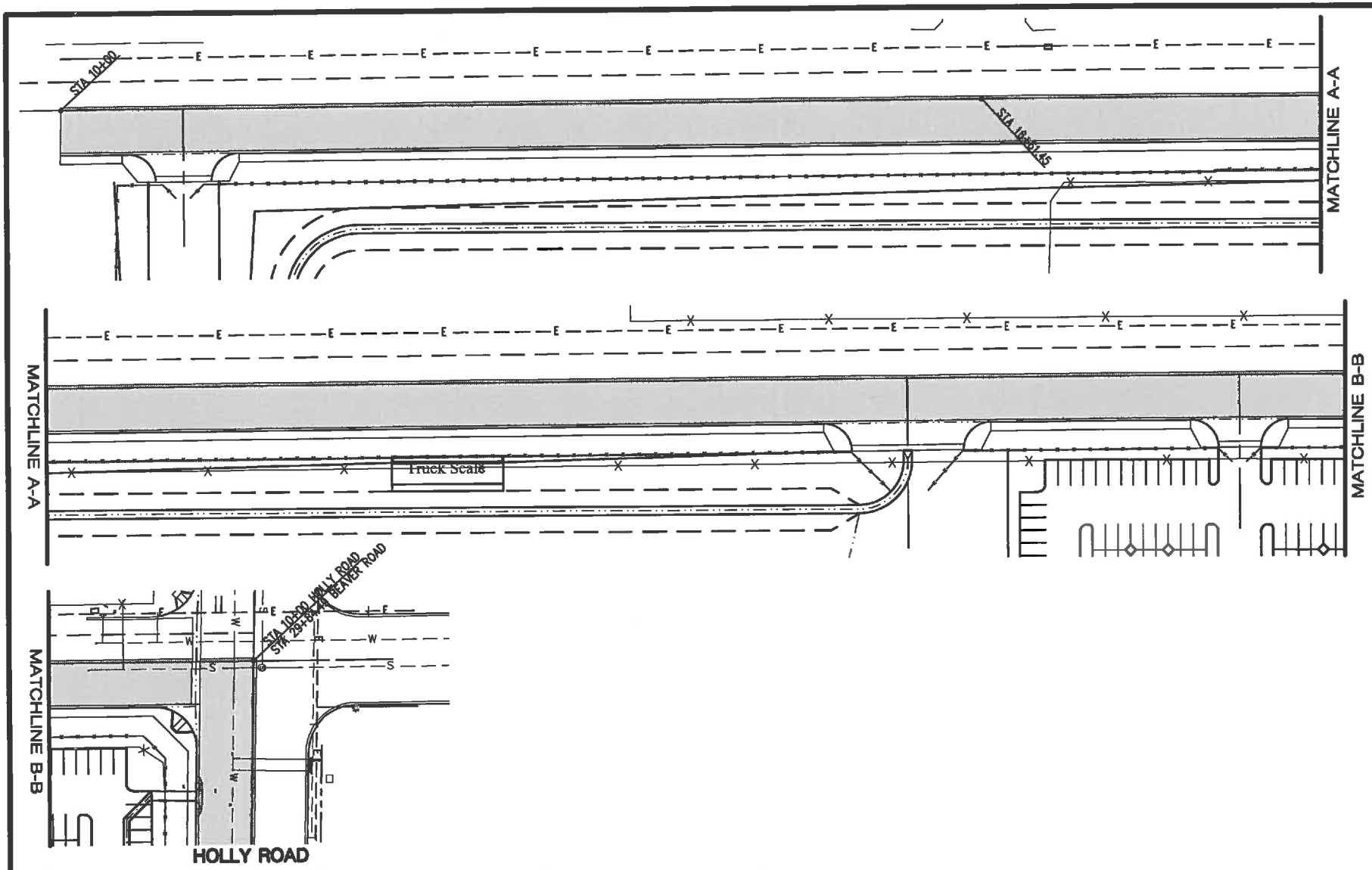


EXHIBIT B

Merrell Johnson COMPANIES
22221 HIGHWAY 18
APPLE VALLEY, CALIFORNIA 92307
(760) 240-8000
(760) 240-1400 FAX
128 E. FREDRICKS STREET
BARSTOW, CALIFORNIA 92311
(760) 256-2068
(760) 256-0418 FAX

CITY OF ADELANTO
STREET IMPROVEMENT PLANS

BEAVER ROAD

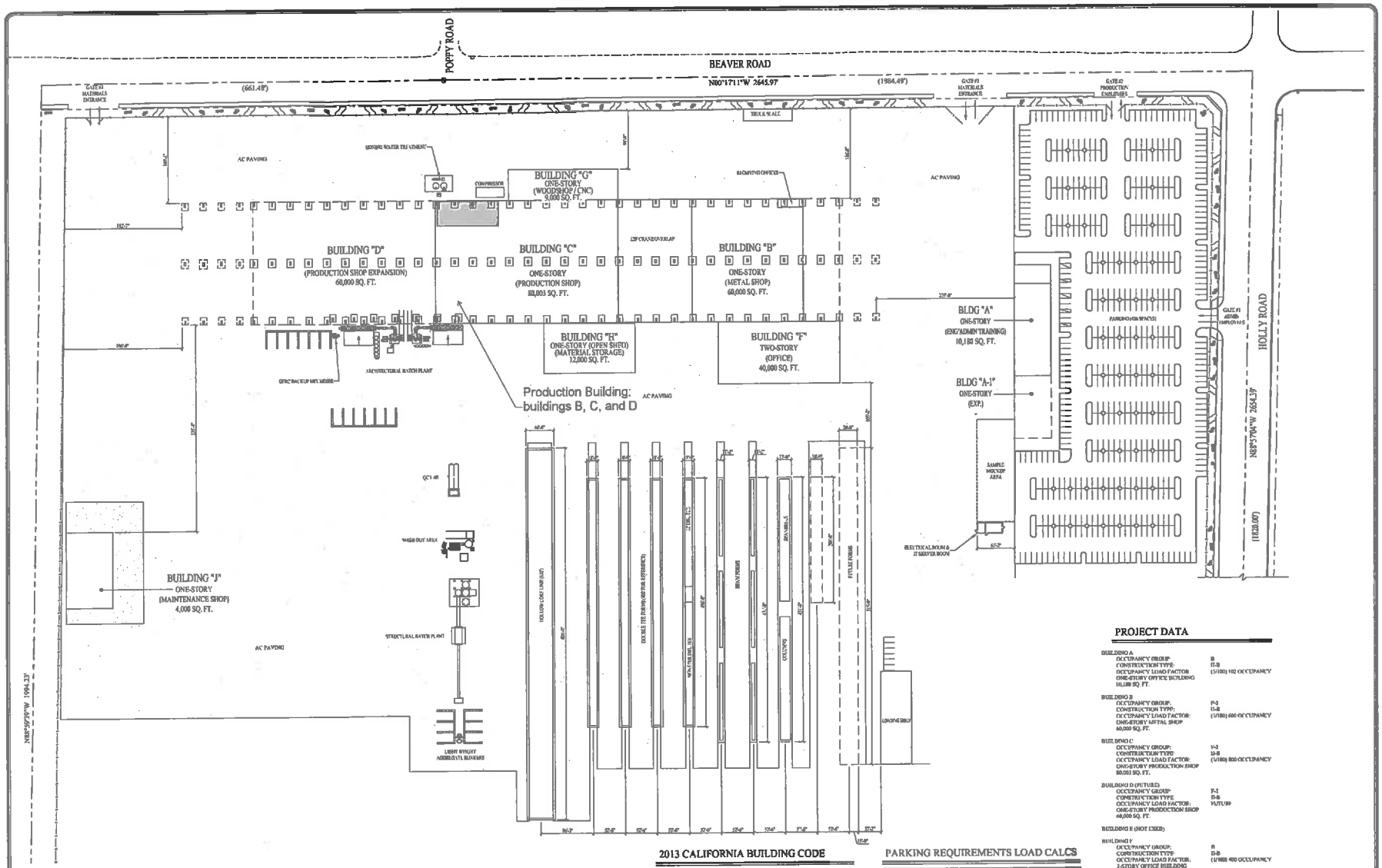
FOR: CLARK PACIFIC

DRAWN BY:
DATE: 03/11/16

JOB NO. 3369

SHEET 2 OF 3

Drawn 2:15pm 11 March 2016 P:\3369 Clark Pacific\STREET 3369.dwg - Beaver Rd 8.5x11 Merrell-Johnson Engineering, Inc.



ENLARGED SITE PLAN

SCALE: 1"=60'-0"

ZONING ORDINANCE - ADELANTO, CA

17.65.060, TABLE 65-2

NUMBER OF ACCESSIBLE PARKING SPACES REQUIRED

PARKING SPACES PROVIDED	NUMBER OF HANDICAP PARKING SPACES REQUIRED
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1,000	2% OF TOTAL
1,001 - OVER	20 PLUS ONE FOR EACH 100

17.65.060, TABLE 65-3

NUMBER OF AUTOMOBILE PARKING SPACES REQUIRED

USE	REQUIRED NUMBER OF SPACES
ASSEMBLY (A-2)	1 SPACE/50 SQ. FT. OF GROSS FLOOR AREA (GFA)
MANUFACTURING & PROCESSING USES (F-1 & F-2)	1 SPACE 500 SQ. FT. OF INDUSTRIAL/ MANUFACTURING AREA, PLUS 1 SPACE / 250 SQ. FT. OF OFFICE USE, PLUS 1 SPACE / 1,000 SQ.FT. OF WAREHOUSE AREA
WAREHOUSE / DISTRIBUTION FACILITY (S-1)	1 SPACE / 1,000 SQ.FT. - GFA FOR THE 1ST 20,000 SQ.FT. 1 SPACE / 2,000 SQ.FT. - GFA FOR THAT PORTION BETWEEN 20,000 SQ.FT. AND 40,000 SQ.FT.
BUSINESS AND PROFESSIONAL (B)	1 SPACE / 250 SQ.FT. - GFA, W/ a MIN. OF 4 SPACES

2013 CALIFORNIA BUILDING CODE

SECTION 302.1 - CLASSIFICATION
- ASSEMBLY : GROUP A-2
- BUSINESS: GROUP B
- FACTORY & INDUSTRIAL: GROUP F-1 & F-2
- STORAGE. GROUP S-1

SECTION 602.1, TABLE 601 - TYPE OF CONSTRUCTION
TYPE II-B

SECTION 1004, TABLE 1004.1.2 - MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

FUNCTION OF SPACE	OCCUPANT LOAD FACTOR
ACCESSORY STORAGE AREAS, MECHANICAL EQUIP. RM	300 GROSS
ASSEMBLY WITHOUT FIXED SEATS - UNCONCENTRATED	15 NET
BUSINESS AREAS	100 GROSS
INDUSTRIAL AREAS	100 GROSS
WAREHOUSES	500 GROSS

PARKING REQUIREMENTS LOAD CALCS

BUILDING	AREA	PARKING LOAD FACTOR	NO. OF SPACES
BUILDING A	10,180 S.F.	1/250	41
BUILDING B	60,000 S.F	1/500	120
BUILDING C	80,003 S.F.	1/500	160
BUILDING D	60,000 S.F	FUTURE	FUTURE
BUILDING E	N/A	N/A	N/A
BUILDING F	40,000 S.F.	1/250	160
BUILDING G	9,029 S.F.	1/500	18
BUILDING H	12,000 S.F.	1/1,000	12
BUILDING I	N/A	N/A	N/A
BUILDING J	4,000 S.F.	1/1,000	4
TOTAL PARKING SPACES REQUIRED			515
TOTAL PARKING SPACES PROVIDED			526

TRUE N

CLARK PACIFIC
Precast. Building for Life.

1980 SOUTH RIVER ROAD
W SACRAMENTO, CA 95691
TEL: (916) 371-0300
FAX: (916) 371-0323

13862 SLOVER AVENUE
FONTANA, CA 92337
TEL: (909) 823-1433
FAX: (909) 823-1361

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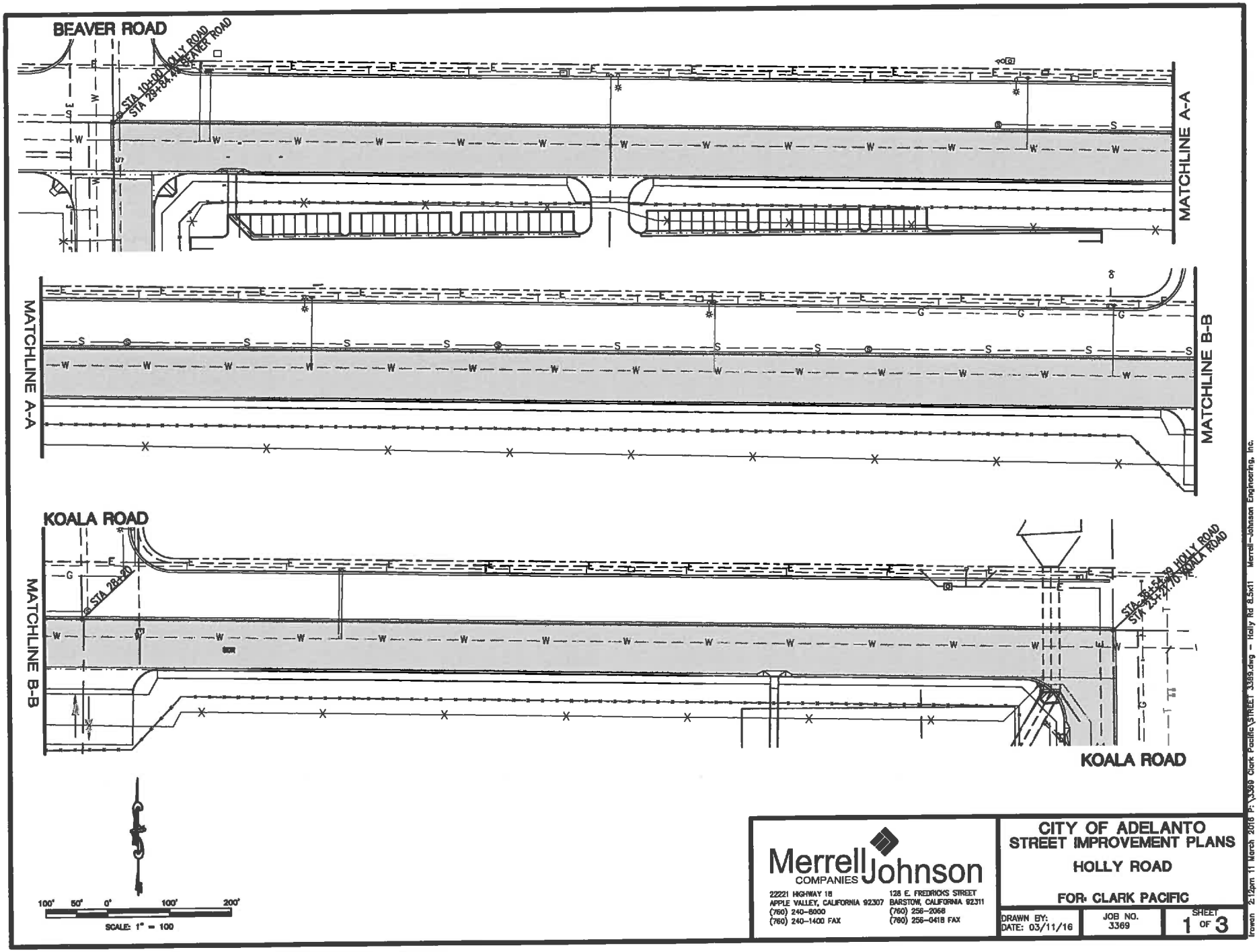
PROJECT
ADELANTO MASTER PLAN

DRAWING DESCRIPTION
ENLARGED SITE PLAN

REV.	

DRAWN BY:
CHECKED BY: LRC
DATE: 10-06-15
SCALE: 1" = 60'-0"
JOB NO: G012
SHEET NO: AS1.02

EXHIBIT C



Merrell Johnson COMPANIES

22221 HIGHWAY 18
APPLE VALLEY, CALIFORNIA 92307
(760) 240-8000
(760) 240-1400 FAX

128 E. FREDRICKS STREET
BARSTOW, CALIFORNIA 92311
(760) 256-2068
(760) 256-0418 FAX

CITY OF ADELANTO
STREET IMPROVEMENT PLANS

HOLLY ROAD

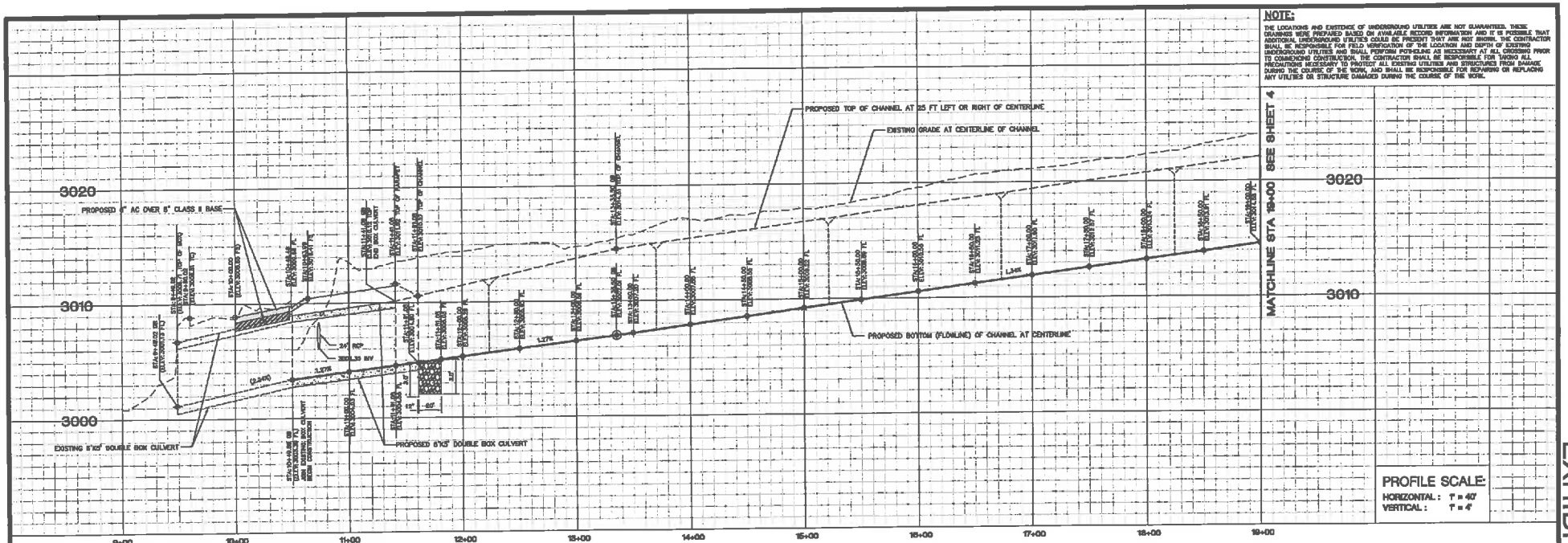
FOR: CLARK PACIFIC

DRAWN BY: DATE: 03/11/16	JOB NO. 3369	SHEET 1 OF 3

Irawen 2:12pm 11 March 2016 P:\3369 Clark Pacific\STREET 3369.dwg - Holly Rd 8.5x11 Merrell-Johnson Engineering, Inc.

EXHIBIT D

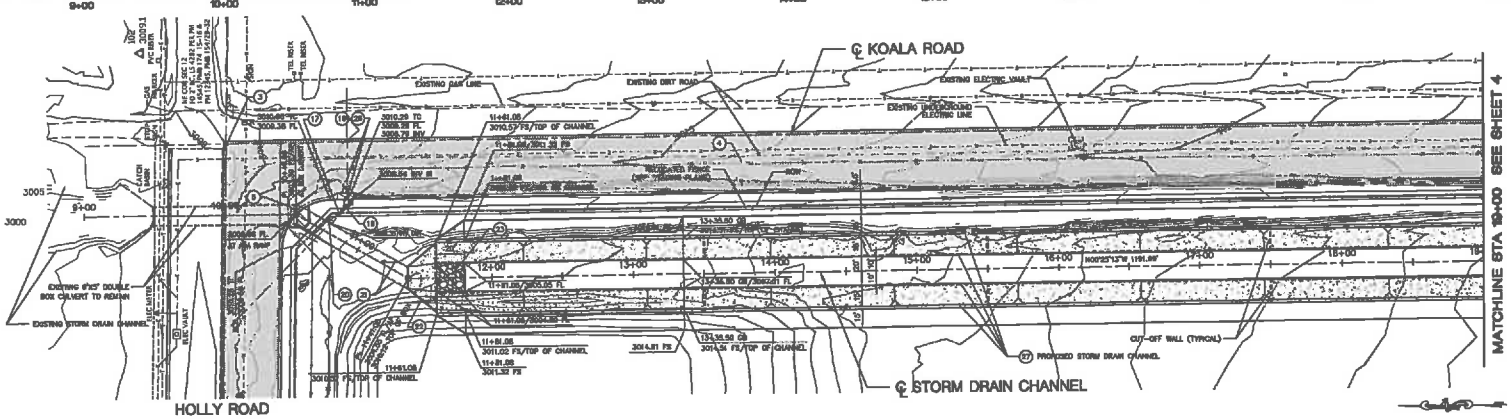
EXHIBIT E



NOTE:

THE LOCATIONS AND EXISTENCE OF UNDERGROUND UTILITIES ARE NOT GUARANTEED. THESE DRAWINGS WERE PREPARED BASED ON AVAILABLE RECORD INFORMATION AND IT IS POSSIBLE THAT ADDITIONAL UNDERGROUND UTILITIES COULD BE PRESENT THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES AND SHALL PERFORM POTHOLING AS NECESSARY AT ALL CROSSING PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING THE COURSE OF THE WORK, AND SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY UTILITIES OR STRUCTURE DAMAGED DURING THE COURSE OF THE WORK.

PROFILE SCALE:
HORIZONTAL : 1" = 40'
VERTICAL : 1" = 4'



NOTE:
CONTRACTOR TO PROTECT IN PLACE EXISTING SURVEY MONUMENTS.

NOTE:
SEE CONSTRUCTION NOTES, QUANTITIES AND ROAD SECTIONS ON SHEET ST-2.

PRELIMINARY
Not For Construction

40' 20' 0' 40' 80'
SCALE: 1" = 40'

THE CONTRACTOR IS REQUIRED BY GOVERNMENT CODE 4216 "CALIFORNIA ONE CALL LAW" TO CALL 811 ALERT AT LEAST TWO CO WORKING DAYS BEFORE DIGGING. CONTRACTOR IS REQUIRED BY SAME CODE TO HAND-DIGGING TO THE POINT OF NO CONFLICT 24" ON EITHER SIDE OF THE UNDERGROUND FACILITY SO YOU CAN DETERMINE ITS EXACT LOCATION BEFORE USING POWER EQUIPMENT.

DIGALERT
CALL BEFORE YOU DIG.
1-800-422-4133
UNDERGROUND SERVICE ALERT
Call at least 2 working days prior to excavating

811
Know what's below.
Call before you dig.

BENCHMARK

CITY OF ADELANTO BENCHMARK "555", 3 1/4" BRASS DISK IN 7" CONCRETE FOUNDATION, LOCATED AT THE SE CORNER OF RANCHO ROAD AND ASTER ROAD, 15 FEET EAST OF CURB ASTER RD AND 13.8 FEET SOUTH OF CURB RANCHO RD. ELEV= 2853.02 FT

BASIS OF BEARINGS

CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE V NAD 83 BASED ON CPS MEASUREMENTS TAKEN ON NGS CONTROL POINT GRAHAM (PID=EV2863) AND ADEL (PID= EV2866) HAVING A CSPCS ZONE V BEARING BETWEEN THEM OF N01°13'16"E AND A GRID DISTANCE OF 2894.85 FT.

No.	REVISION	DATE	BY

REGISTERED PROFESSIONAL ENGINEER BRAD S. MERRELL No. C-49423 Exp. 9-30-16 CIVIL STATE OF CALIFORNIA

BRAD S. MERRELL R.C.E. 49423 - EXP. 9/30/16

Merrell Johnson COMPANIES
22220 HIGHWAY 18 APPLE VALLEY, CALIFORNIA 92307 (760) 240-8000 (760) 240-1403 FAX
108 E. FREDRICKS STREET BARSTOW, CALIFORNIA 92311 (760) 256-2888 (760) 256-9416 FAX

APPROVED BY:

CITY ENGINEER DATE
THOMAS W. THORNTON P.E.

CITY OF ADELANTO

CITY OF ADELANTO STREET IMPROVEMENT PLANS

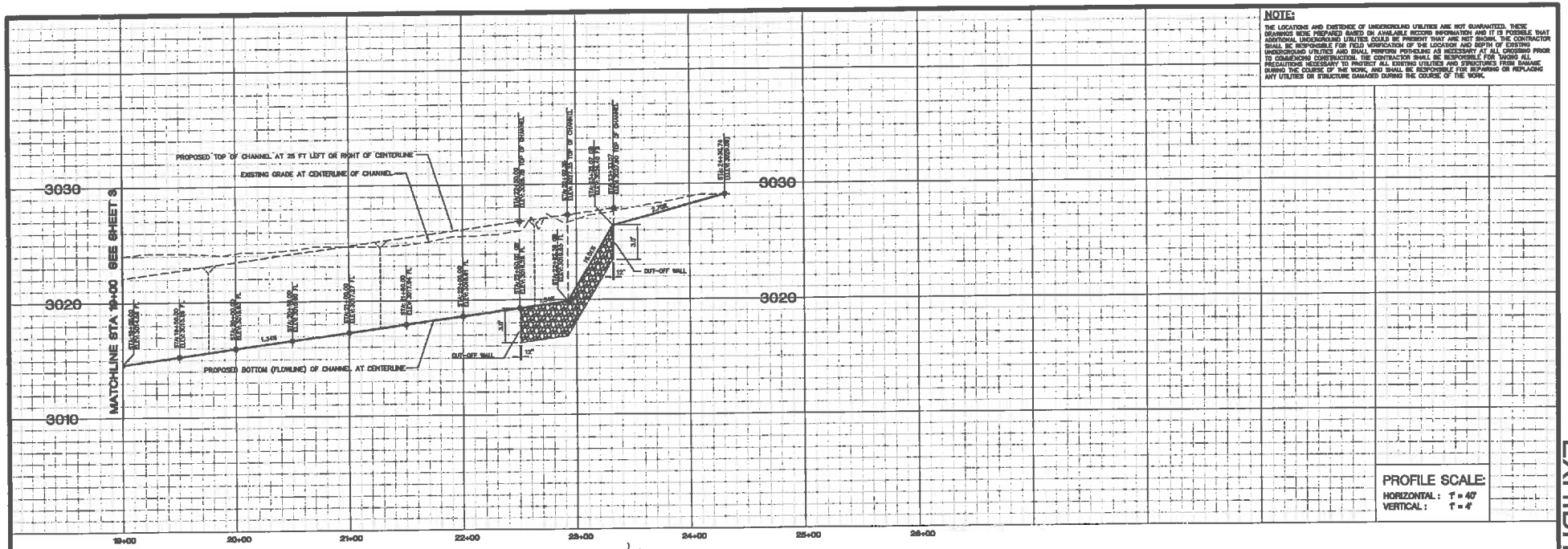
STORM DRAIN CHANNEL PLAN AND PROFILE

STA 10+40.63 TO STA 19+00

FOR:
CLARK PACIFIC

DRAWN BY: JMF
DATE: 07/31/15
JOB NO. 3369
SHEET SD-3

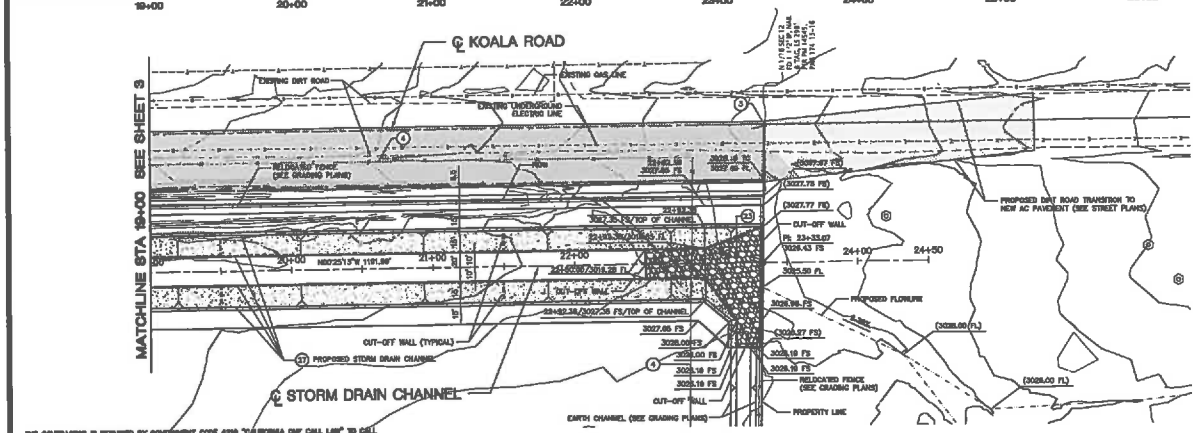
Jobno 8:24pm 13 August 2015 P:\3369 Clark Pacific\STORM DRAIN 3369.dwg - Made PF 3D-3 Merrell-Johnson Engineering, Inc.



NOTE:

THE LOCATIONS AND EXISTENCE OF UNDERGROUND UTILITIES ARE NOT GUARANTEED. THESE DRAWINGS WERE PREPARED BASED ON AVAILABLE RECORD INFORMATION AND IT IS POSSIBLE THAT ADDITIONAL UNDERGROUND UTILITIES COULD BE PRESENT THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES AND SHALL PERFORM POTHOLING AS NECESSARY AT ALL CROSSING PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING THE COURSE OF THE WORK, AND SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY UTILITIES OR STRUCTURE DAMAGED DURING THE COURSE OF THE WORK.

PROFILE SCALE:
HORIZONTAL : 1" = 40'
VERTICAL : 1" = 4'



NOTE:
CONTRACTOR TO PROTECT IN PLACE EXISTING SURVEY MONUMENTS.

NOTE:
SEE CONSTRUCTION NOTES, QUANTITIES AND ROAD SECTIONS ON SHEET ST-2.

PRELIMINARY
Not For Construction

SCALE: 1" = 40'

THE CONTRACTOR IS REQUIRED BY GOVERNMENT CODE 4216 "CALIFORNIA DIG CALL LAW" TO CALL 811 ALERT AT LEAST TWO (2) WORKING DAYS BEFORE DIGGING. CONTRACTOR IS REQUIRED BY LAW, CODE TO HAND-EXPOSE TO THE POINT OF NO CONFLICT 24" ON EITHER SIDE OF THE UNDERGROUND FACILITY SO YOU CAN DETERMINE ITS EXACT LOCATION BEFORE USING POWER EQUIPMENT.

DIGALERT
CALL BEFORE YOU DIG.
1-800-422-4133
UNDERGROUND SERVICE ALERT
Call at least 2 working days prior to excavating

811
Know what's below.
Call before you dig.

BENCHMARK

CITY OF ADELANTO BENCHMARK "305", 3 1/4" BRASS DISK IN 7" CONCRETE FOUNDATION, LOCATED AT THE NE CORNER OF RANCHO ROAD AND ASTER ROAD, 15 FEET EAST OF CURB ASTER RD AND 1320 FEET SOUTH OF CURB RANCHO RD. ELEV= 2853.03 FT

BASIS OF BEARINGS

CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE V NAD 83 BASED ON GPS MEASUREMENTS TAKEN ON NGS CONTROL POINT GRAHAM (PERMANENT) AND ACOL (PMM EXPRESS) HAVING A CSPCS ZONE V BEARING BETWEEN THEM OF N01°13'16"E AND A GRID DISTANCE OF 20945.80 FT.

No.	REVISION	DATE	BY

REGISTERED PROFESSIONAL ENGINEER BRAD S. MERRELL No. C-49423 Exp. 9-30-16 CIVIL STATE OF CALIFORNIA

BRAD S. MERRELL R.C.E. 49423 – EXP. 9/30/16

Merrell Johnson COMPANIES
22221 HIGHWAY 18, APPLE VALLEY, CALIFORNIA 92307, (760) 240-5000, (760) 240-1400 FAX
128 E. FREMBOCK STREET, BARSTOW, CALIFORNIA 92311, (760) 256-3088, (760) 256-0418 FAX

CITY OF ADELANTO
APPROVED BY:
CITY ENGINEER THOMAS W. THORNTON P.E. DATE

CITY OF ADELANTO
STREET IMPROVEMENT PLANS
STORM DRAIN CHANNEL PLAN AND PROFILE
STA 19+00 TO STA 23+33.07
FOR:
CLARK PACIFIC

DRAWN BY: JMF
DATE: 07/31/15
JOB NO. 3349
SHEET SD-4

EXHIBIT F

Merrell-Johnson Engineering, Inc.

EXHIBIT G
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Adelanto
11600 Air Expressway
Adelanto, CA 92301
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ADELANTO AND CLARK PACIFIC PRECAST, LLC

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into this ___ day of _____, 20__, by and between _____, a _____ ("Landowner"), and _____ ("Assignee").

RECITALS

A. On _____, 20__, the City of Adelanto and Landowner entered into that certain agreement titled "Development Agreement by and between the City of Adelanto and Clark Pacific Precast, LLC" ("Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to certain conditions and obligations with respect to the development of that certain property more particularly described in Exhibit A to the Development Agreement ("Subject Property"). The Development Agreement was recorded against the Subject Property in the Official Records of San Bernardino County on _____, 20__, [Instrument No. _____].

B. Landowner intends to convey the Subject Property to Assignee.

C. Landowner desires to assign and Assignee desires to assume all of Landowner's rights, title, interest, burdens and obligations under the Development Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of Landowner's conveyance of the Subject Property to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement, agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement, and agrees to be subject to all the terms and conditions thereof. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Subject Property to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

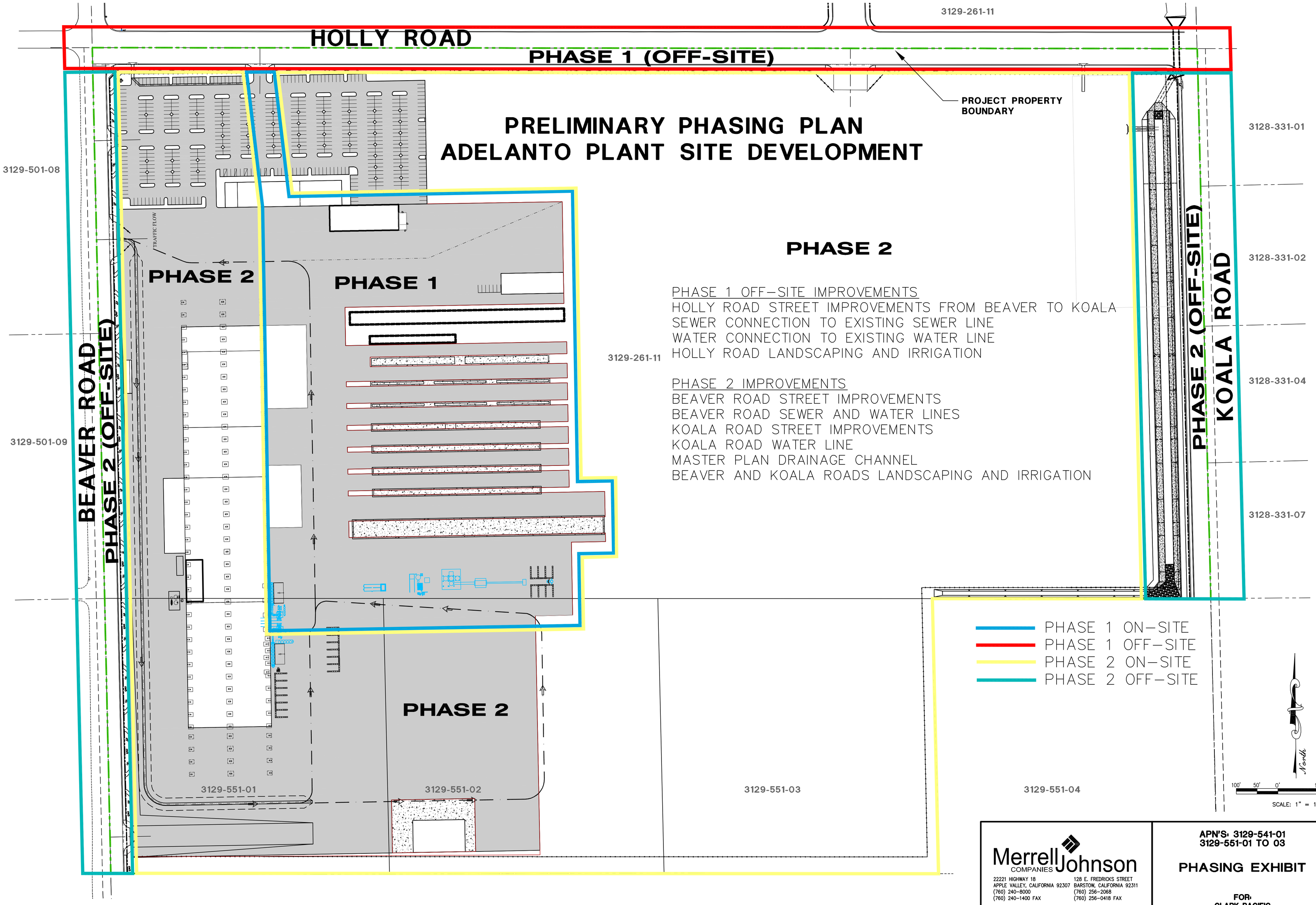
4. The Notice Address described in Article 9.11 of the Development Agreement for the Landowner shall be:

_____
_____
_____
_____
_____
_____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date first set forth above. This Agreement may be signed in identical counterparts,

LANDOWNER	ASSIGNEE
By _____	By _____
Name: _____	Name: _____
Its: _____	Its: _____

PRELIMINARY PHASING PLAN
ADELANTO PLANT SITE DEVELOPMENT



PHASE 2

PHASE 1 OFF-SITE IMPROVEMENTS
HOLLY ROAD STREET IMPROVEMENTS FROM BEAVER TO KOALA
SEWER CONNECTION TO EXISTING SEWER LINE
WATER CONNECTION TO EXISTING WATER LINE
HOLLY ROAD LANDSCAPING AND IRRIGATION

PHASE 2 IMPROVEMENTS
BEAVER ROAD STREET IMPROVEMENTS
BEAVER ROAD SEWER AND WATER LINES
KOALA ROAD STREET IMPROVEMENTS
KOALA ROAD WATER LINE
MASTER PLAN DRAINAGE CHANNEL
BEAVER AND KOALA ROADS LANDSCAPING AND IRRIGATION

Merrell Johnson COMPANIES
22221 HIGHWAY 18
APPLE VALLEY, CALIFORNIA 92307
(760) 240-8000
(760) 240-1400 FAX
128 E. FREDRICKS STREET
BARSTOW, CALIFORNIA 92311
(760) 256-2068
(760) 256-0418 FAX

APN'S: 3129-541-01
3129-551-01 TO 03

PHASING EXHIBIT

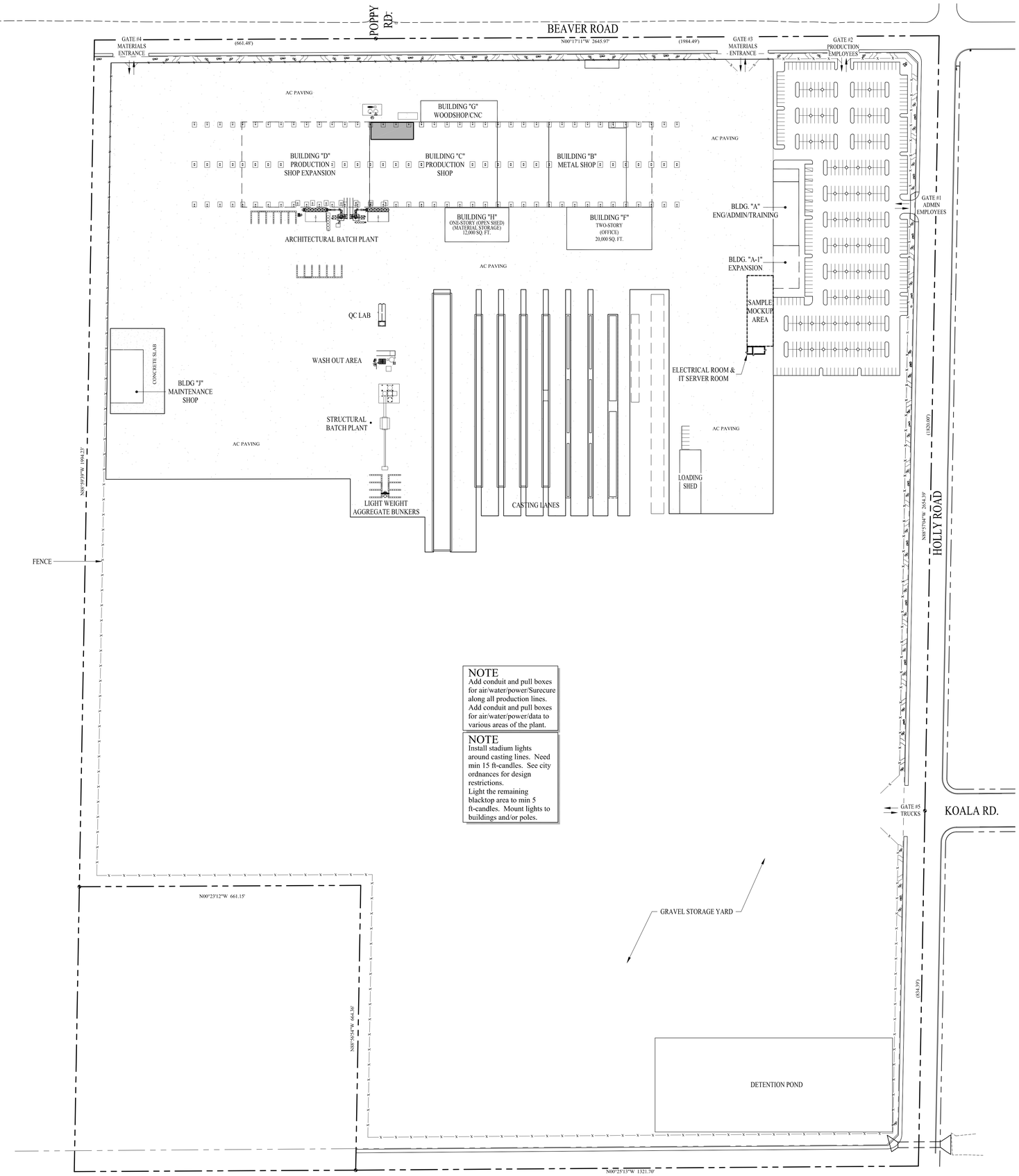
FOR:
CLARK PACIFIC

DRAWN BY: SAD
DATE: 12/17/15

JOB NO. 3369

SHEET PH-1

jfarias 10:05am 17 December 2015 P:\3369 Clark Pacific\PHASING EXHIBIT\3369.dwg - PHASING EXHIBIT Merrell-Johnson Engineering, Inc.



OVERALL SITE PLAN

SCALE: 1" = 100'-0"

TRUE N

CLARK PACIFIC
Precast. Building for Life.

1980 SOUTH RIVER ROAD
W SACRAMENTO, CA 95691
TEL: (916) 371-0305
FAX: (916) 372-0323

13592 SLOVER AVENUE
FONTANA, CA 92337
TEL: (909) 823-1433
FAX: (909) 823-1361

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2015

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PROJECT

ADELANTO MASTER PLAN

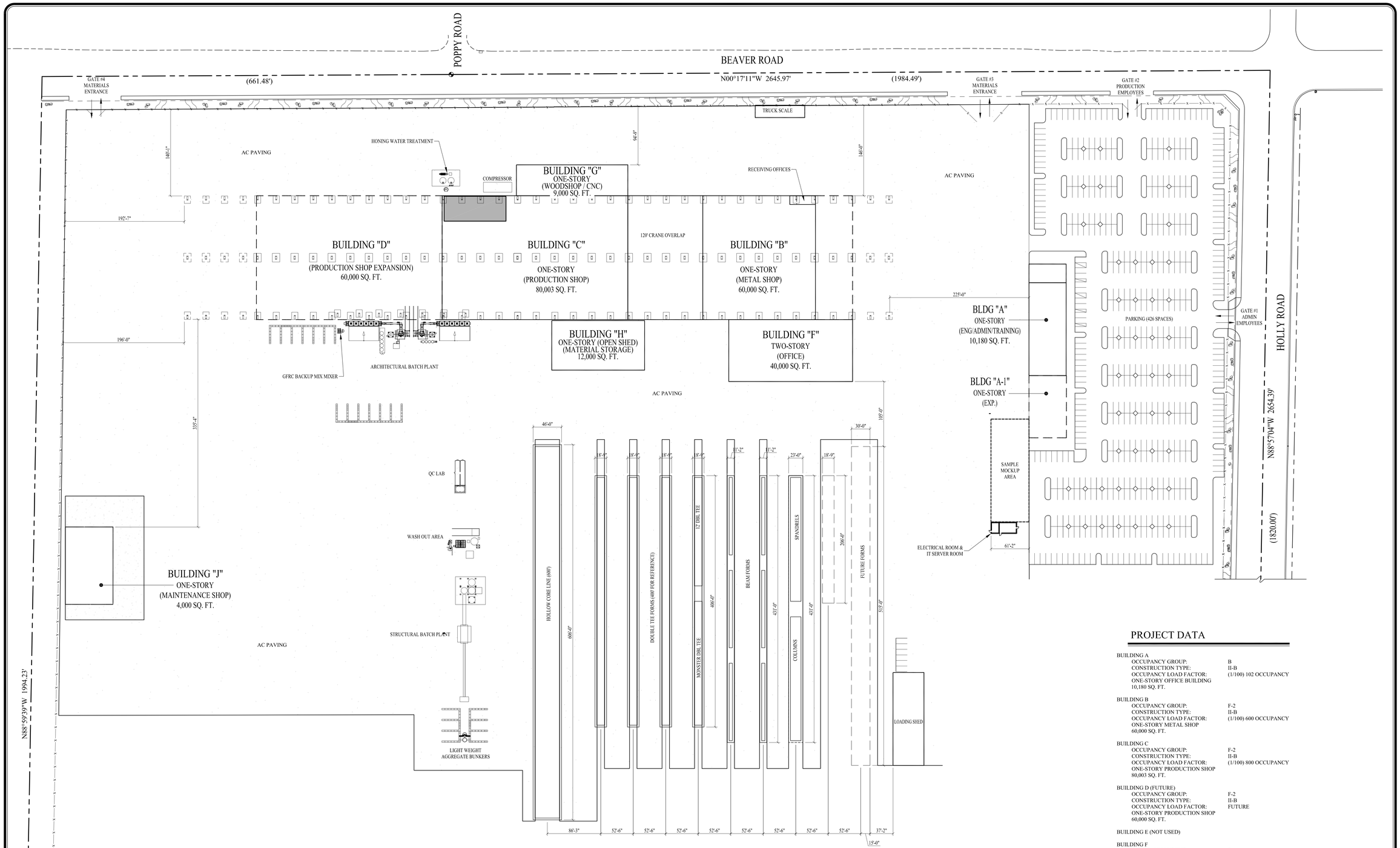
DRAWING DESCRIPTION

OVERALL SITE PLAN

--

REV.		

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	1" = 100'-0"
JOB NO:	G012
SHEET NO:	AS1.01



ZONING ORDINANCE - ADELANTO, CA

17.65.060, TABLE 65-2

NUMBER OF ACCESSIBLE PARKING SPACES REQUIRED

PARKING SPACES PROVIDED	NUMBER OF HANDICAP PARKING SPACES REQUIRED
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1,000	2% OF TOTAL
1,001 - OVER	20 PLUS ONE FOR EACH 100

17.65.060, TABLE 65-1

NUMBER OF AUTOMOBILE PARKING SPACES REQUIRED

USE	REQUIRED NUMBER OF SPACES
ASSEMBLY (A-2)	1 SPACE/50 SQ. FT. OF GROSS FLOOR AREA (GFA)
MANUFACTURING & PROCESSING USES (F-1 & F-2)	1 SPACE / 500 SQ. FT. OF INDUSTRIAL/ MANUFACTURING AREA, PLUS 1 SPACE / 250 SQ.FT. OF OFFICE USE, PLUS 1 SPACE / 1,000 SQ.FT. OF WAREHOUSE AREA.
WAREHOUSE / DISTRIBUTION FACILITY (S-1)	1 SPACE / 1,000 SQ.FT. - GFA FOR THE 1ST 20,000 SQ.FT. 1 SPACE / 2,000 SQ.FT. - GFA FOR THAT PORTION BETWEEN 20,000 SQ.FT. AND 40,000 SQ.FT.
BUSINESS AND PROFESSIONAL (B)	1 SPACE / 250 SQ.FT. - GFA, W/ A MIN. OF 4 SPACES

2013 CALIFORNIA BUILDING CODE

SECTION 302.1 - CLASSIFICATION
- ASSEMBLY : GROUP A-2
- BUSINESS: GROUP B
- FACTORY & INDUSTRIAL: GROUP F-1 & F-2
- STORAGE: GROUP S-1

SECTION 602.1, TABLE 601 - TYPE OF CONSTRUCTION
TYPE II-B

SECTION 1004, TABLE 1004.1.2 - MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

FUNCTION OF SPACE	OCCUPANT LOAD FACTOR
ACCESSORY STORAGE AREAS, MECHANICAL EQUIP. RM.	300 GROSS
ASSEMBLY WITHOUT FIXED SEATS - UNCONCENTRATED	15 NET
BUSINESS AREAS	100 GROSS
INDUSTRIAL AREAS	100 GROSS
WAREHOUSES	500 GROSS

PARKING REQUIREMENTS LOAD CALCS

BUILDING	AREA	PARKING LOAD FACTOR	NO. OF SPACES
BUILDING A	10,180 S.F.	1/250	41
BUILDING B	60,000 S.F.	1/500	120
BUILDING C	80,003 S.F.	1/500	160
BUILDING D	60,000 S.F.	FUTURE	FUTURE
BUILDING E	N/A	N/A	N/A
BUILDING F	40,000 S.F.	1/250	160
BUILDING G	9,029 S.F.	1/500	18
BUILDING H	12,000 S.F.	1/1,000	12
BUILDING I	N/A	N/A	N/A
BUILDING J	4,000 S.F.	1/1,000	4
TOTAL PARKING SPACES REQUIRED			515
TOTAL PARKING SPACES PROVIDED			526

PROJECT DATA

BUILDING A
- OCCUPANCY GROUP: B
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: (1/100) 102 OCCUPANCY
- ONE-STORY OFFICE BUILDING
- 10,180 SQ. FT.

BUILDING B
- OCCUPANCY GROUP: F-2
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: (1/100) 600 OCCUPANCY
- ONE-STORY METAL SHOP
- 60,000 SQ. FT.

BUILDING C
- OCCUPANCY GROUP: F-2
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: (1/100) 800 OCCUPANCY
- ONE-STORY PRODUCTION SHOP
- 80,003 SQ. FT.

BUILDING D (FUTURE)
- OCCUPANCY GROUP: F-2
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: FUTURE
- ONE-STORY PRODUCTION SHOP
- 60,000 SQ. FT.

BUILDING E (NOT USED)

BUILDING F
- OCCUPANCY GROUP: B
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: (1/100) 400 OCCUPANCY
- 2-STORY OFFICE BUILDING
- 40,000 SQ. FT.

BUILDING G
- OCCUPANCY GROUP: F-1
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: (1/100) 90 OCCUPANCY
- ONE-STORY OFFICE BUILDING
- 9,029 SQ. FT.

BUILDING H
- OCCUPANCY GROUP: S-1
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: (1/300) 40 OCCUPANCY
- ONE-STORY STORAGE
- 12,000 SQ. FT.

BUILDING I (NOT USED)

BUILDING J
- OCCUPANCY GROUP: S-1
- CONSTRUCTION TYPE: II-B
- OCCUPANCY LOAD FACTOR: (1/100) 40 OCCUPANCY
- ONE-STORY MAINTENANCE SHOP
- 4,000 SQ. FT.

TRUE N

ENLARGED SITE PLAN

SCALE: 1" = 60'-0"

CLARK PACIFIC
Precast. Building for Life.
1980 SOUTH RIVER ROAD
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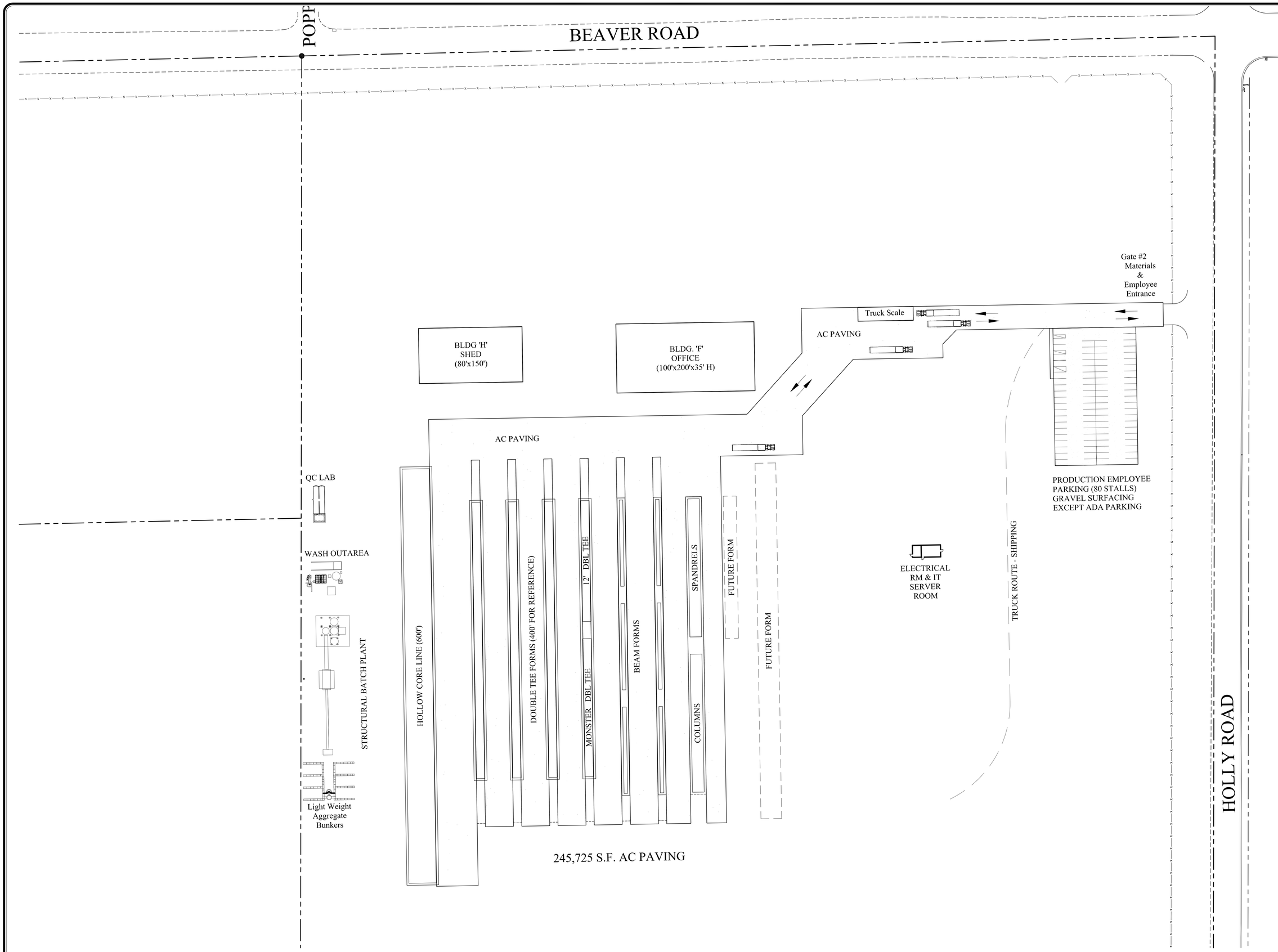
PROJECT
ADELANTO MASTER PLAN

DRAWING DESCRIPTION
ENLARGED SITE PLAN

REV.

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	1" = 60'-0"
JOB NO:	G012
SHEET NO:	AS1.02



PHASE I - E (REVISED 6-29-15) - ENLARGED PARTIAL SITE PLAN

SCALE: 1" = 50'-0"

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PROJECT

ADELANTO MASTER PLAN

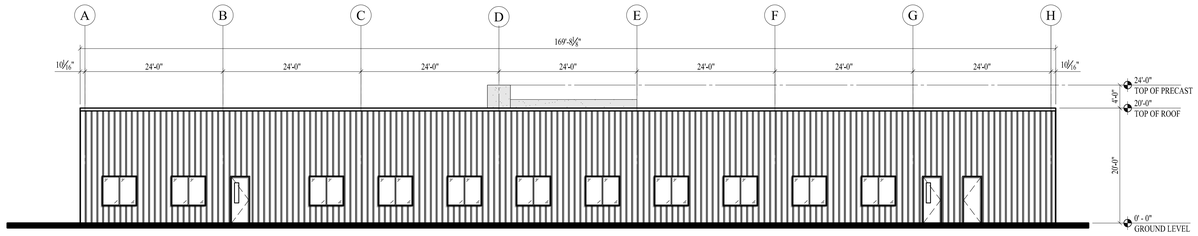
DRAWING DESCRIPTION

ENLARGED PHASE I-E SITE PLAN

--

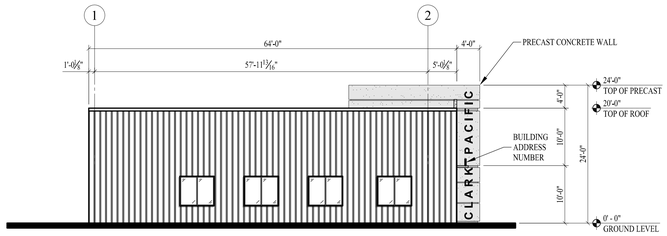
REV.

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	1"=50'-0"
JOB NO:	G012
SHEET NO:	AS1.03



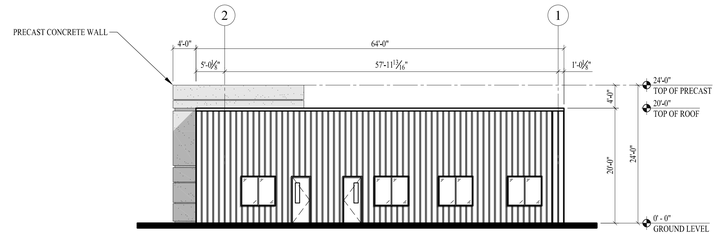
SOUTH ELEVATION - BUILDING 'A' PRODUCTION OFFICES

SCALE: 3/32" = 1'-0"



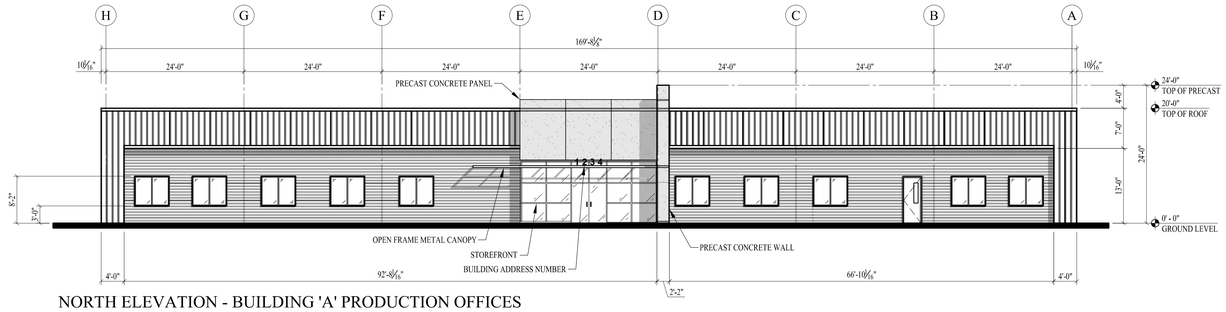
EAST ELEVATION - BUILDING 'A' PRODUCTION OFFICES

SCALE: 3/32" = 1'-0"



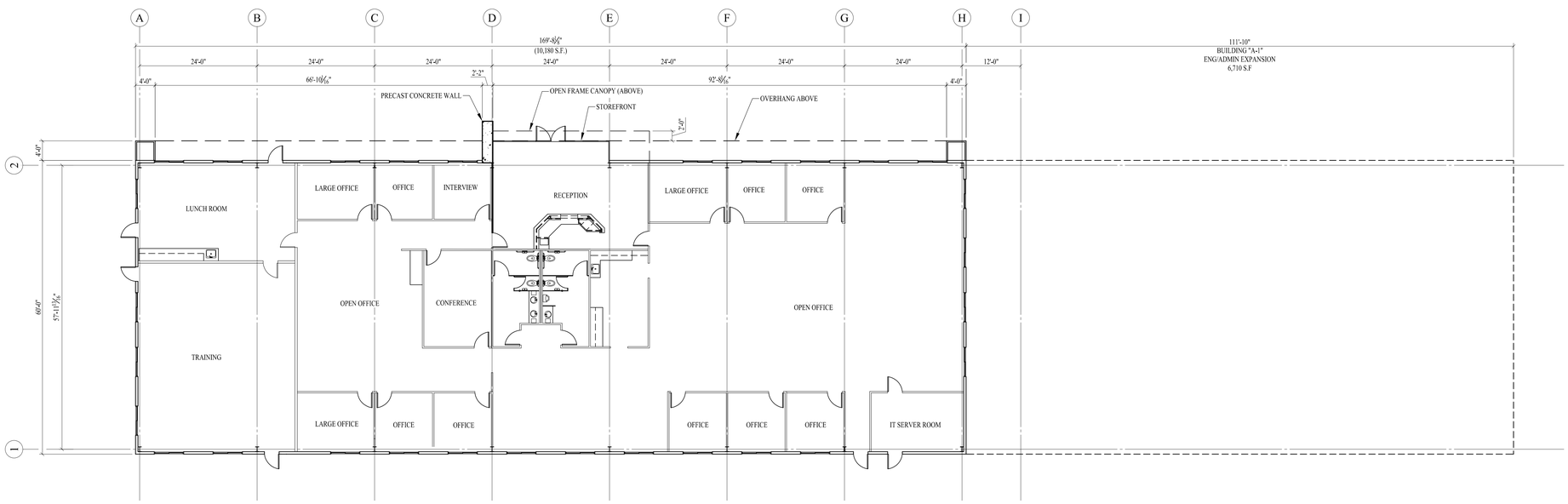
WEST ELEVATION - BUILDING 'A' PRODUCTION OFFICES

SCALE: 3/32" = 1'-0"



NORTH ELEVATION - BUILDING 'A' PRODUCTION OFFICES

SCALE: 3/32" = 1'-0"



FLOOR PLAN - BUILDING 'A' PRODUCTION OFFICES (10,180 SQ. FT.)

SCALE: 3/32" = 1'-0"

FINISH LEGEND

- VERTICAL METAL RIB-PANEL
- HORIZONTAL METAL WALL PANEL
- PRECAST CONCRETE PANEL

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ADELANTO MASTER PLAN

DRAWING DESCRIPTION

FLOOR PLAN AND EXTERIOR ELEVATIONS BUILDING 'A' PRODUCTION OFFICES

--

REV.		

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	3/32" = 1'-0"
JOB NO:	G012
SHEET NO:	A1.01

N
TRUE

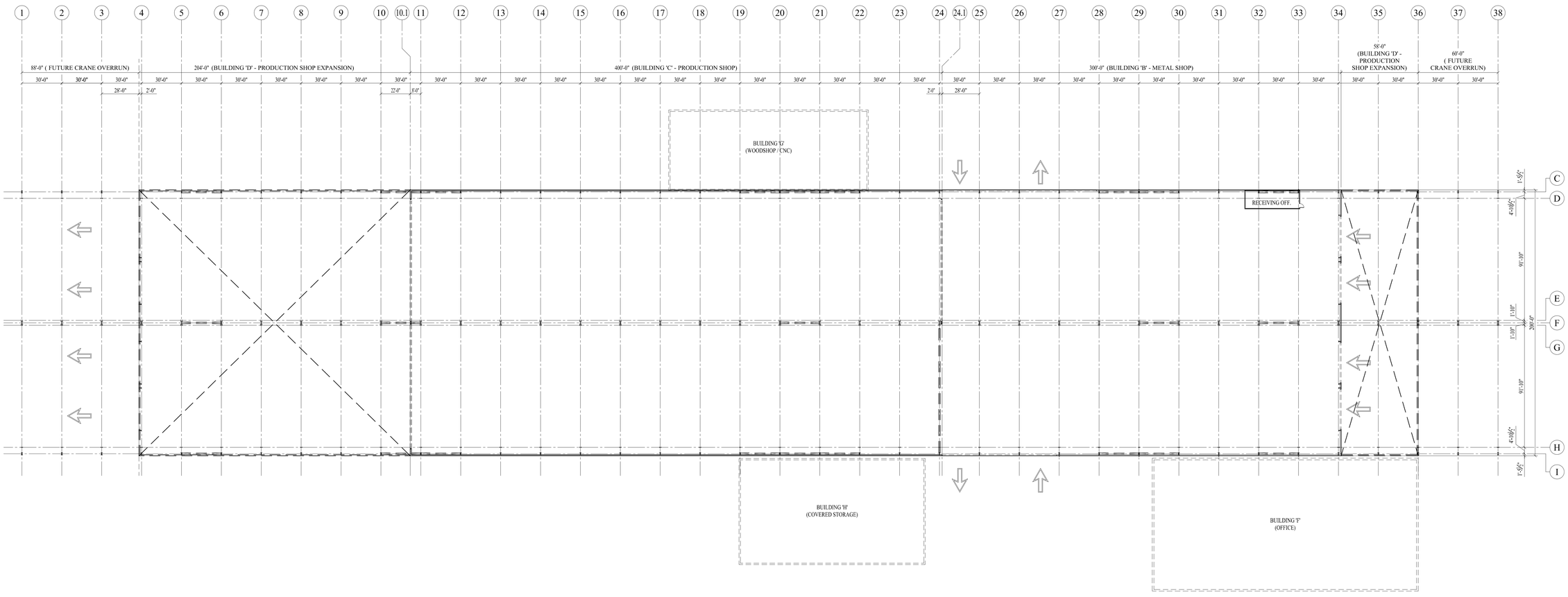
PLUMBING FACILITIES CALCULATIONS

PER 2013 CPC TABLE 422.1 & TABLE A

BUILDING NAME	OCCUPANCY CLASIFICATION	OCCUPIABLE AREA	OCC./S.F. LOAD FACTOR	OCCUPANT LOAD	WATER CLOSETS (PER PERSON)		URINALS (PER PERSON)	LAVATORIES (PER PERSON)		SHOWERS (PER PERSON)	DRINKING FOUNTAINS (PER PERSON)	OTHER
PRODUCTION BUILDING	INDUSTRIAL	120,03 S.F.	1/2000 (GROUP F)	60	MALE 2:51-75	FEMALE 1:1-50	NONE REQ'D	MALE 2:51-75	FEMALE 1:1-50	REF. NOTE 1	1/250	1 SERVICE SINK OR LAUNDRY TRAY
				FIXTURES PROVIDED	1	1	5	1 MALE	1 FEMALE	N/A	1 HIGH/LOW	
				TOTAL FIXTURES PROVIDED	MALE 6	FEMALE 3	7	10 MALE	3 FEMALE	N/A	2 HIGH/LOW	

NOTE:

1. PER. PLUMBING CODE, INDUSTRIAL OCCUPANCY REQUIRES 1 SHOWER FOR EACH 15 PERSONS EXPOSED TO EXCESSIVE HEAT OR SKIN CONTAMINATION WITH POISONOUS, INFECTIOUS OR IRRITATING MATERIAL.
2. THE OFFICE BUILDING AND METAL BUILDING ARE ATTACHED. THE FIRST FLOOR PLUMBING FIXTURES PROVIDED WITHIN THE OFFICE BUILDING ENVELOPE, AS ACCESSED THROUGH THE VESTIBULE WITHIN THE METAL BUILDING, SHALL BE USED TO CALCULATED THE REQUIRED PLUMBING FACILITIES FOR BOTH THE OFFICE BUILDING AND THE METAL BUILDING.
3. TABLE 4-1, FOOTNOTE #14, STATES THAT THE TOTAL NUMBER OF WATER CLOSETS FOR FEMALES SHALL BE EQUAL TO THE TOTAL NUMBER OF WATER CLOSETS AND URINALS REQUIRED FOR MALES. DUE TO THE GENRE OF WORK BEING PERFORMED WITHIN THESE FACILITIES, FEMALES RARELY MAKE REQUESTS FOR EMPLOYMENT. THUS THERE ARE TYPICALLY VERY FEW FEMALES EMPLOYED AT ANY GIVEN TIME (PLEASE SEE ATTACHED CURRENT EMPLOYEE ROSTER). IN THE CASE THAT A FEMALE MAY MAKE A REQUEST FOR EMPLOYMENT, THE APPROPRIATE NUMBER OF PLUMBING FACILITIES HAVE BEEN PROVIDED TO ACCOMMODATE THE REMARKED RATIO OF FEMALE TO MALE EMPLOYEES.
4. TABLE 4-1, FOOTNOTE #5, STATES THE FOLLOWING PROVISION: FOR EACH URINAL ADDED IN EXCESS OF THE MINIMUM REQUIRED, ONE WATER CLOSET SHALL BE PERMITTED TO BE DEDUCTED. THE NUMBER OF WATER CLOSETS SHALL NOT BE REDUCED TO LESS THAN TWO-THIRDS (2/3) OF THE MINIMUM REQUIREMENT.



FLOOR PLAN - BUILDING 'B' & 'C' (METAL SHOP & PRODUCTION SHOP)

60,000 SQ.FT. (BLDG 'B') + 80,003 SQ.FT. (BLDG 'C') = 140,0003 SQ.FT. (TOTAL)

SCALE: 1/32" = 1'-0"

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PROJECT

ADELANTO MASTER PLAN

DRAWING DESCRIPTION

BUILDING 'B', "C" METAL SHIOP & PRODUCTION SHOP FLOOR PLAN

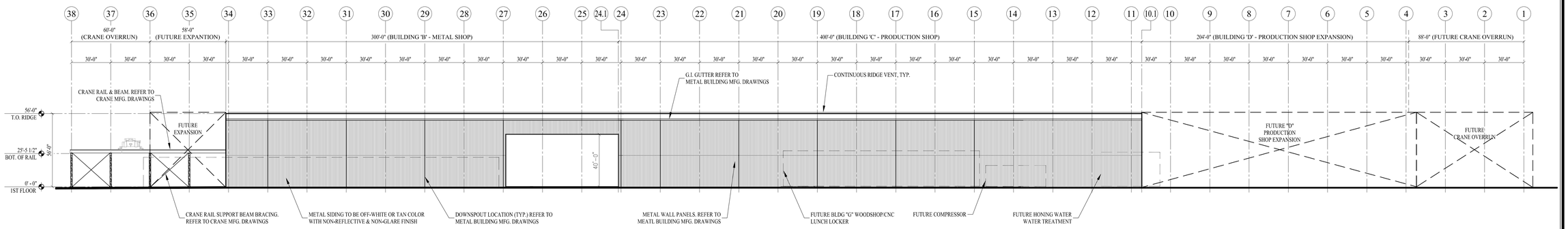
--

REV.		

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	1/32" = 1'-0"
JOB NO:	G012
SHEET NO:	BC1.01

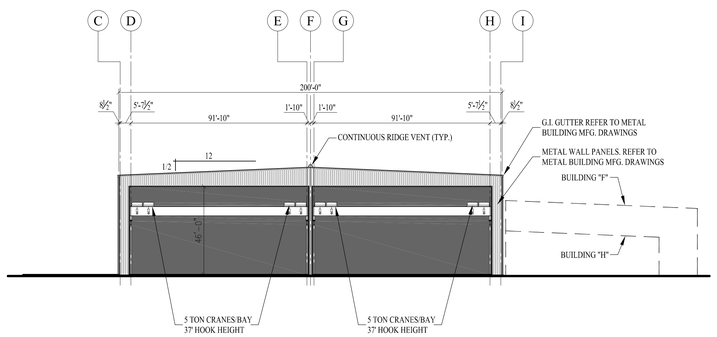
FINISH LEGEND

VERTICAL METAL RIB-PANEL



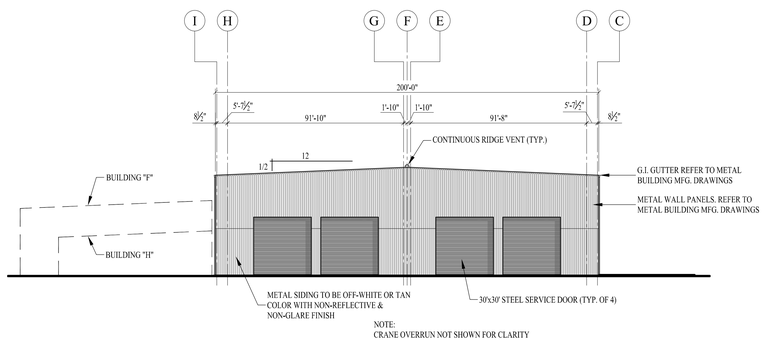
WEST ELEVATION - BUILDING 'B' & 'C' (METAL SHOP & PRODUCTION SHOP)

SCALE: 1/32" = 1'-0"



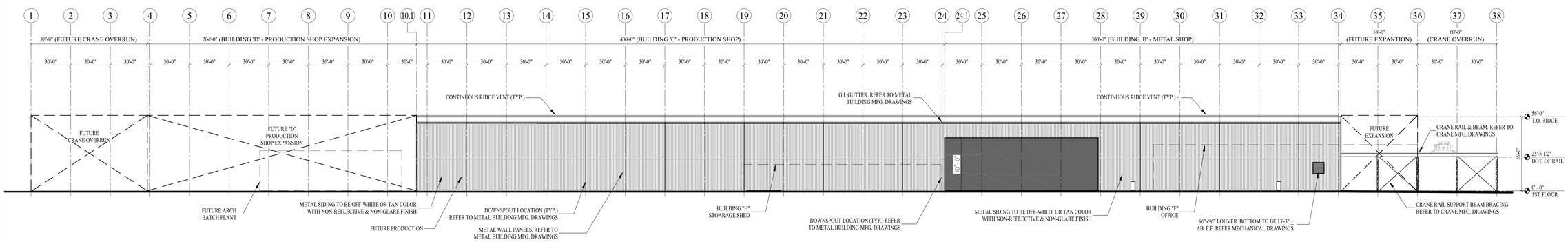
SOUTH ELEVATION - BUILDING 'B' & 'C' (METAL SHOP & PRODUCTION SHOP)

SCALE: 1/32" = 1'-0"



NORTH ELEVATION - BUILDING 'B' & 'C' (METAL SHOP & PRODUCTION SHOP)

SCALE: 1/32" = 1'-0"



EAST ELEVATION - BUILDING 'B' & 'C' (METAL SHOP & PRODUCTION SHOP)

SCALE: 1/32" = 1'-0"

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ADELANTO MASTER PLAN

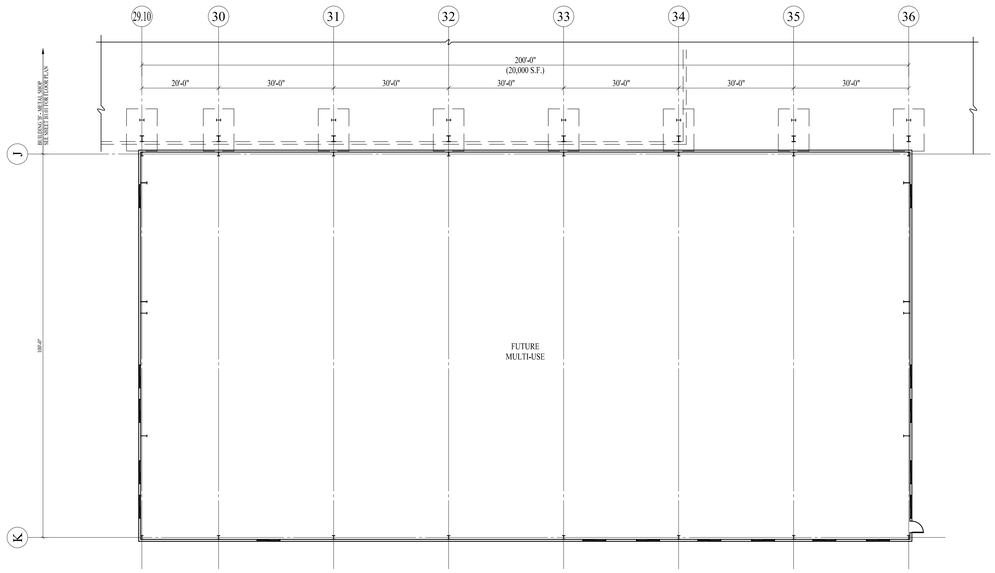
DRAWING DESCRIPTION

BUILDING 'B' & 'C' METAL SHOP & PRODUCTION SHOP - ELEVATIONS

--

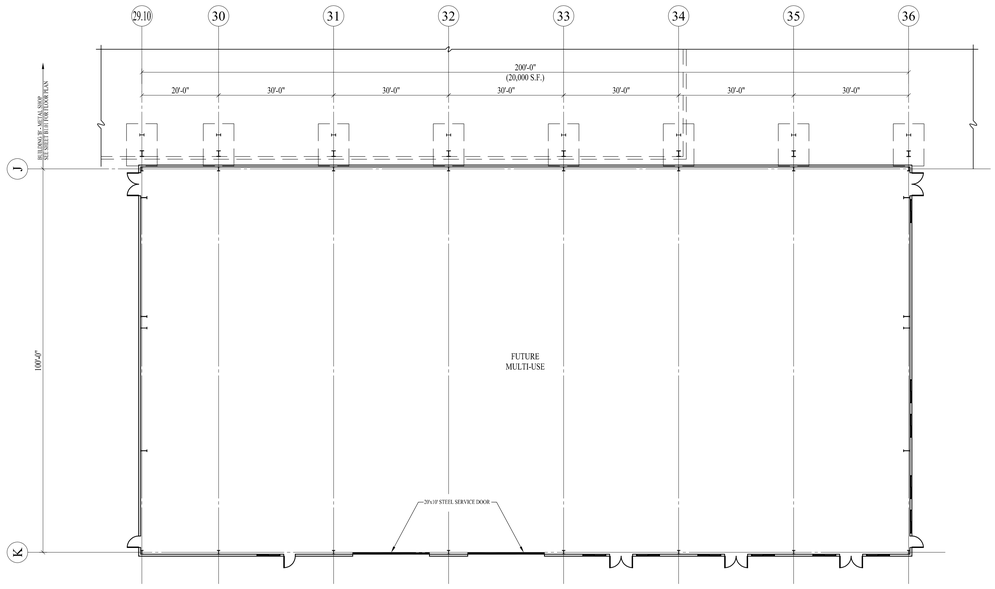
REV.		

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	1/32" = 1'-0"
JOB NO:	G012
SHEET NO:	BC1.02



2ND FLOOR PLAN - BUILDING 'F' OFFICE (20,000 SQ. FT.)

SCALE: 1/16" = 1'-0"



1ST FLOOR PLAN - BUILDING 'F' OFFICE (20,000 SQ. FT.)

SCALE: 1/16" = 1'-0"

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ADELANTO MASTER PLAN

DRAWING DESCRIPTION

FIRST AND SECOND FLOOR PLANS BUILDING 'F' OFFICE

--

REV.		

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	1/16" = 1'-0"
JOB NO:	G012

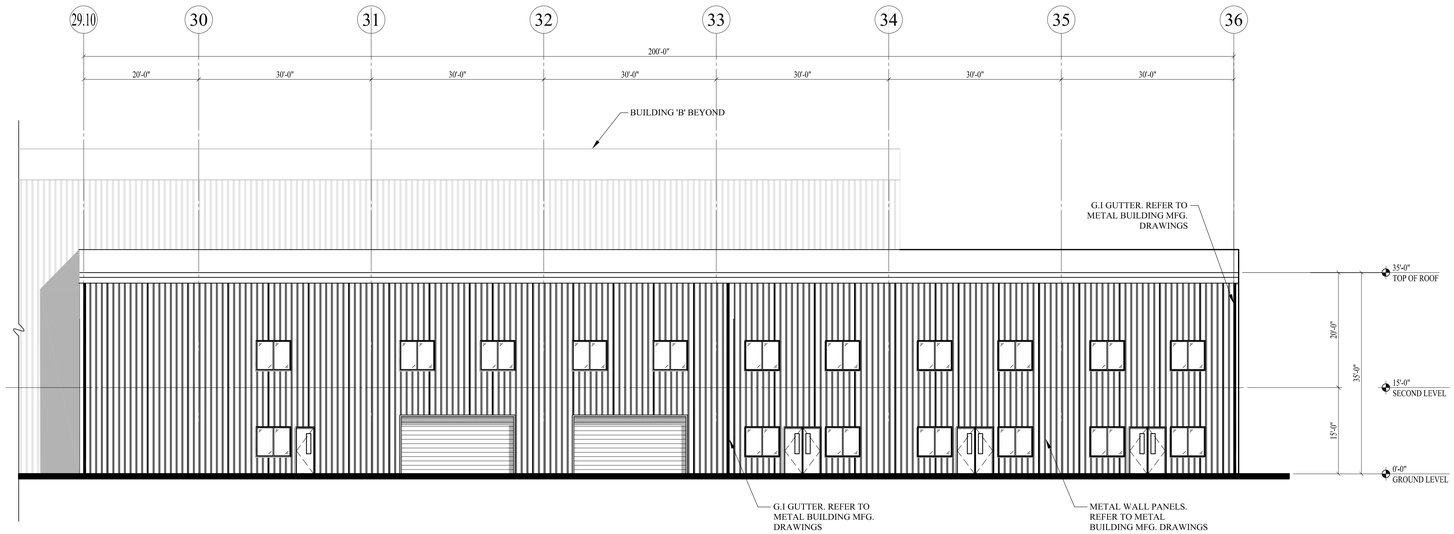
SHEET NO:

F1.01

FINISH LEGEND

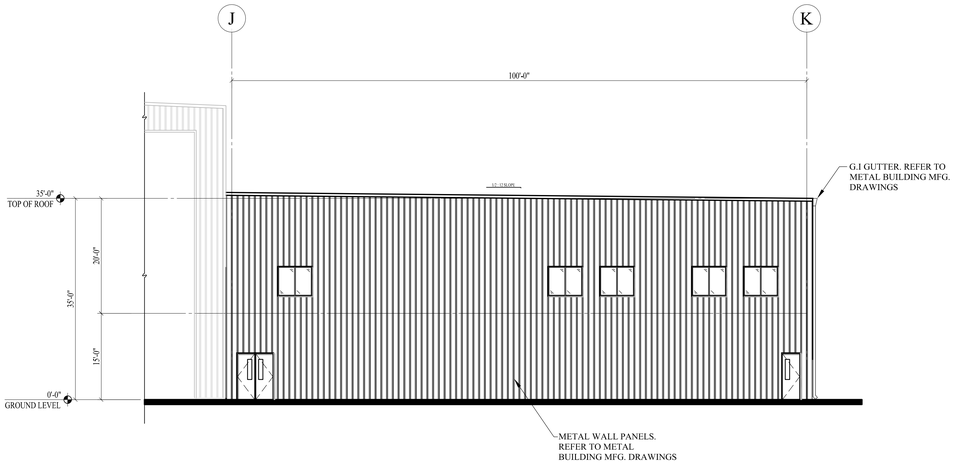
VERTICAL METAL RIB-PANEL

HORIZONTAL METAL WALL PANEL



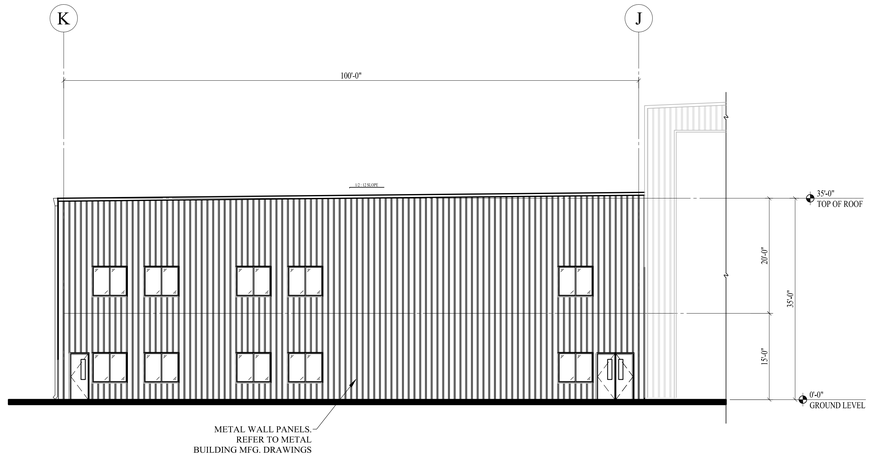
EAST ELEVATION - BUILDING 'F' OFFICE

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION - BUILDING 'F' OFFICE

SCALE: 3/32" = 1'-0"



NORTH ELEVATION - BUILDING 'F' OFFICE

SCALE: 3/32" = 1'-0"

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ADELANTO MASTER PLAN

DRAWING DESCRIPTION

BUILDING 'F' OFFICE - ELEVATIONS

--

REV.		

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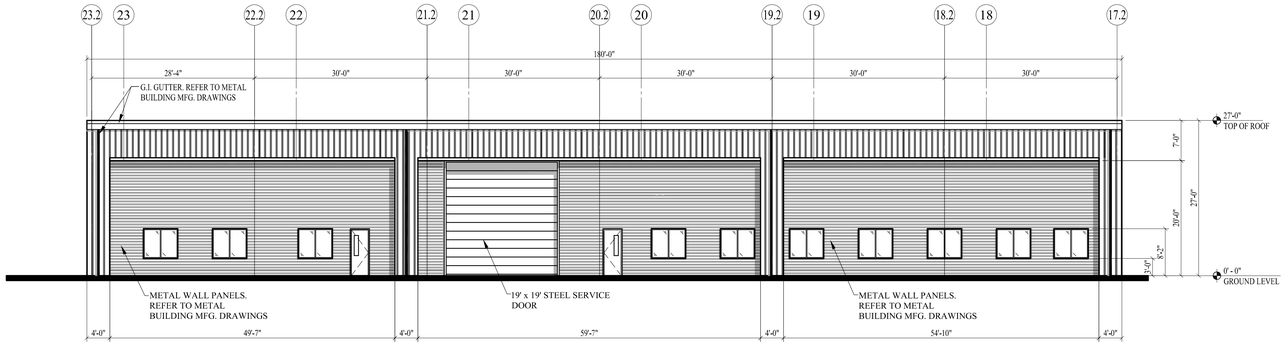
SCALE:	3/32" = 1'-0"
JOB NO:	G012
SHEET NO:	F1.02



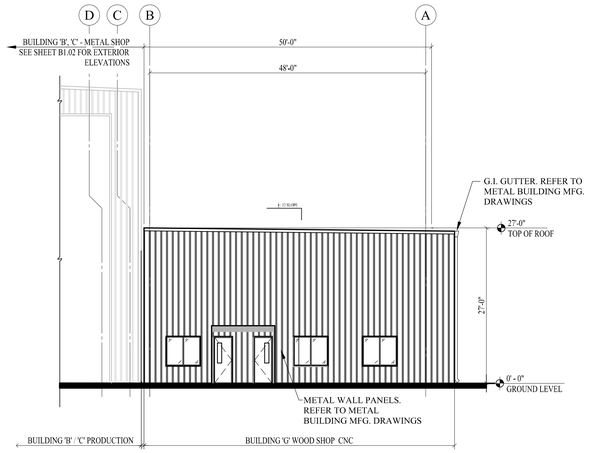
WEST ELEVATION - BUILDING" G" WOOD SHOP CNC

SCALE: 3/32" = 1'-0"

VERTICAL METAL RIB-PANEL

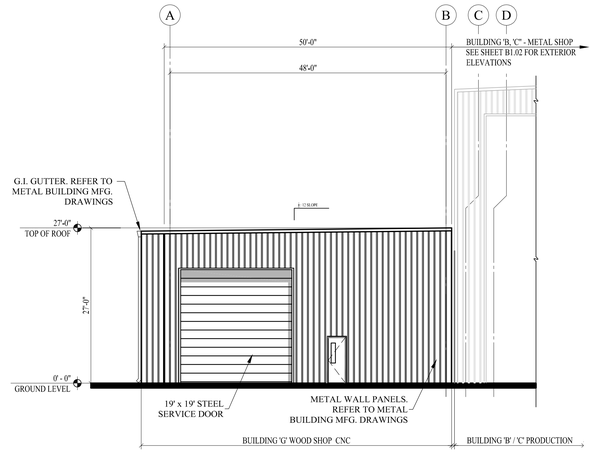
HORIZONTAL METAL WALL PANEL

PRECAST CONCRETE PANEL



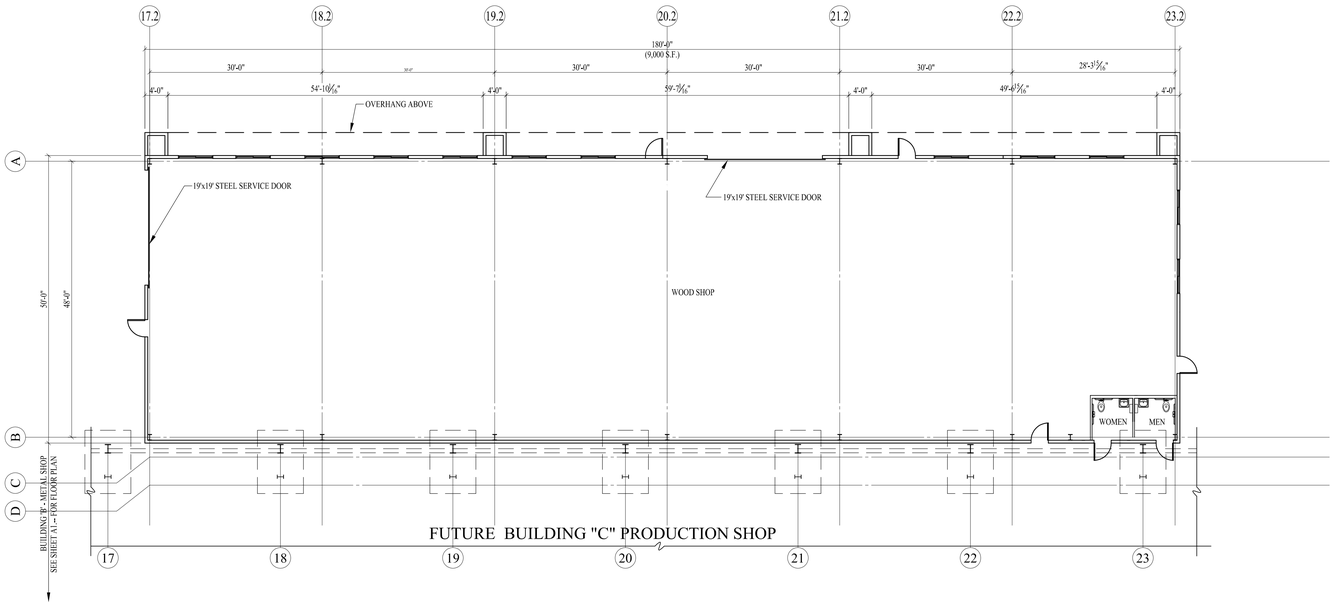
NORTH ELEVATION - BUILDING" G" WOOD SHOP CNC

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION - BUILDING" G" WOOD SHOP CNC

SCALE: 3/32" = 1'-0"



FLOOR PLAN - BUILDING" G" WOOD SHOP CNC (9,000 SQ. FT.)

SCALE: 3/32" = 1'-0"

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PROJECT

ADELANTO MASTER PLAN

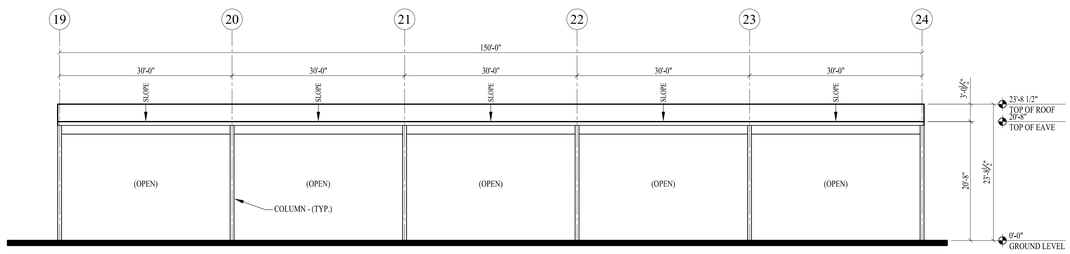
DRAWING DESCRIPTION

FLOOR PLAN AND EXTERIOR ELEVATIONS BUILDING 'G' WOODSHOP CNC

--

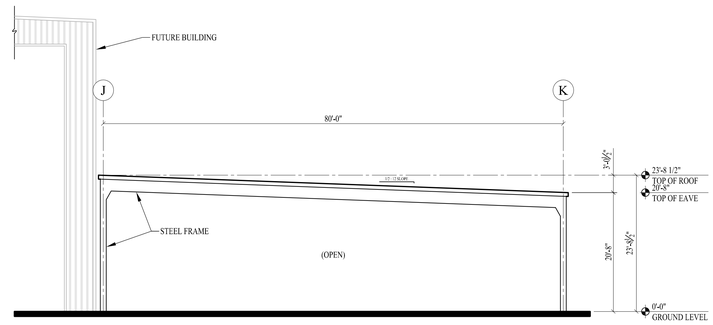
REV.		

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	3/32" = 1'-0"
JOB NO:	G012
SHEET NO:	G1.01



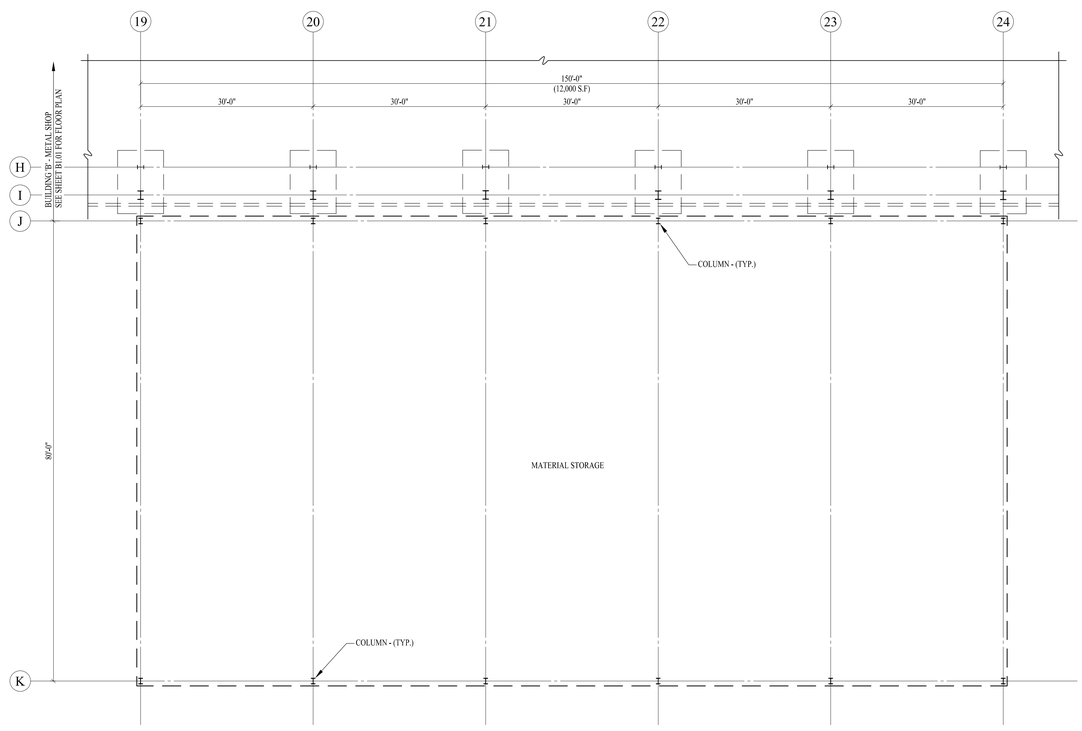
EAST ELEVATION - BUILDING 'H' MATERIAL STORAGE

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION (NORTH SIM.) - BUILDING 'H' MATERIAL STORAGE

SCALE: 3/32" = 1'-0"



FLOOR PLAN - BUILDING 'H' MATERIAL STORAGE (12,000 SQ. FT.)

SCALE: 3/32" = 1'-0"

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PROJECT

ADELANTO MASTER PLAN

DRAWING DESCRIPTION

FLOOR PLAN AND EXTERIOR ELEVATIONS BUILDING 'H' MATERIAL STORAGE

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REV.		
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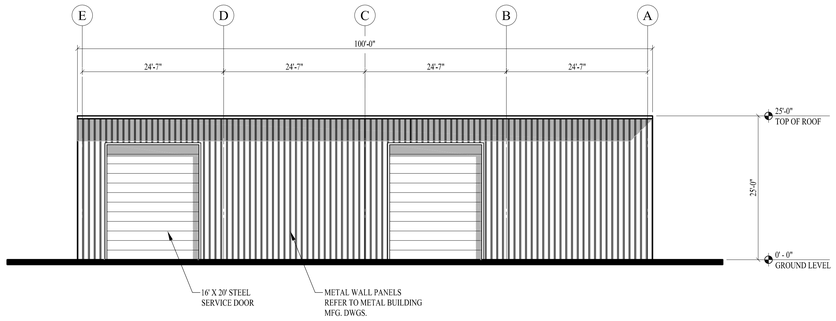
DRAWN BY:	
CHECKED BY:	LRC
DATE:	6-2-15
SCALE:	3/32" = 1'-0"
JOB NO:	G012
SHEET NO:	H1.01

FINISH LEGEND

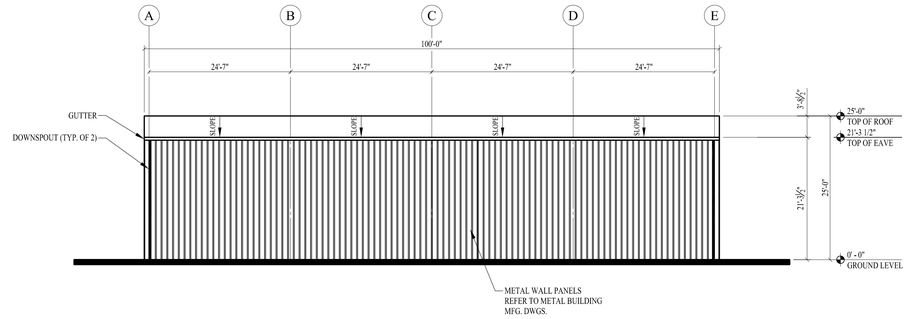
VERTICAL METAL RIB-PANEL

HORIZONTAL METAL WALL PANEL



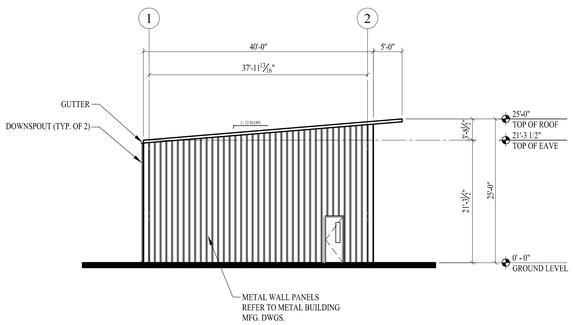
NORTH ELEVATION - BUILDING "J" -MAINTENANCE SHOP

SCALE: 3/32" = 1'-0"



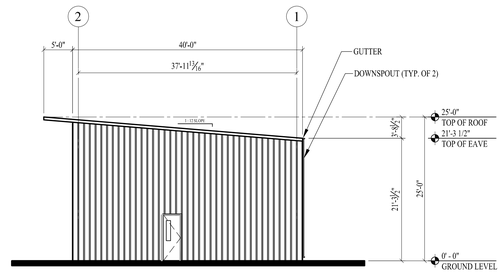
SOUTH ELEVATION - BUILDING "J" -MAINTENANCE SHOP

SCALE: 3/32" = 1'-0"



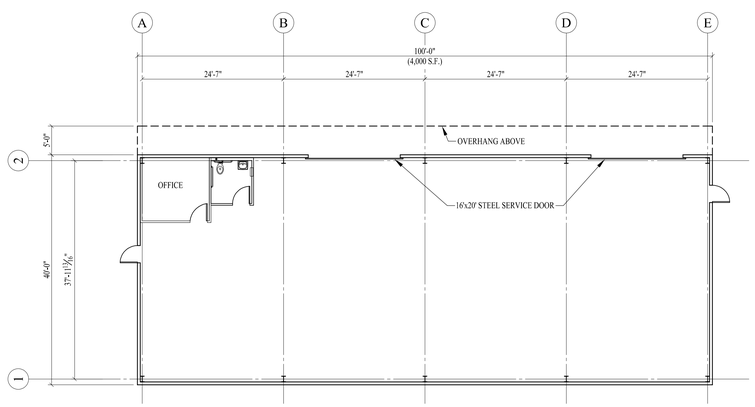
EAST ELEVATION - BUILDING "J" -MAINTENANCE SHOP

SCALE: 3/32" = 1'-0"



WEST ELEVATION - BUILDING "J" -MAINTENANCE SHOP

SCALE: 3/32" = 1'-0"



FLOOR PLAN - BUILDING "J" MAINTENANCE SHOP (4,000 SQ. FT.)

SCALE: 3/32" = 1'-0"

N
TRUE

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PROJECT

ADELANTO MASTER PLAN

DRAWING DESCRIPTION

FLOOR PLAN & ELEVATIONS- BUILDING 'J' MAINTENANCE SHOP

REV.

DRAWN BY:	
CHECKED BY:	LRC
DATE:	10-08-15
SCALE:	3/32" = 1'-0"
JOB NO:	G012
SHEET NO:	J1.01

CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: April 27, 2016

TO: Honorable Mayor and City Council Members

FROM: Cindy Herrera, City Manager

BY: Curtis Wright, City Attorney
Via: Mark de Manincor, Senior Planner

SUBJECT: PUBLIC HEARING - ORDINANCE 545, CODE AMENDMENT 16-02 – PROPOSED AMENDMENT TO TITLE 17 OF THE ADELANTO MUNICIPAL CODE AMENDING SECTION 17.80.080 PERTAINING TO MEDICAL MARIJUANA CULTIVATION, AND ADDING SECTION 17.80.090 PERTAINING TO RESEARCH DEVELOPMENT AND PROCESSING OF MEDICAL MARIJUANA. CONSISTENCY CHANGES TO THE TABLE OF CONTENTS, APPENDIX A AND OTHER UPDATES WILL BE CONSIDERED.

STAFF RECOMMENDATION:

Introduce for the first reading Ordinance 545, finding the approval of Code Amendment 16-01 exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) as the Code Amendment will not have a significant effect on the environment, adopting Code Amendment 16-01, and making findings in support thereof.

BACKGROUND:

Federal law, pursuant to the Controlled Substances Act , 21 U.S.C. § 801 *et seq.* ("CSA"), prohibits, except for certain research purposes, the illegal possession, distribution, and manufacture of marijuana. However, due to limited investigative and prosecutorial resources, the U. S. Department of Justice expects that states and local governments will enact laws authorizing marijuana-related conduct and that they will adopt and implement strong and effective regulatory and enforcement systems to protect public safety, public health, and other law enforcement interests.

Generally, California law is similar to the CSA (Health and Safety Code, § 11357 *et seq.*). However, California statutes such as the Compassionate Use Act of 1996 (Health and Safety Code, § 11362.5 added by Proposition 15) and the Medical Marijuana Program (Health and Safety Code § 11362.7 *et seq.*) have removed certain state law obstacles that allow qualified patients to obtain and use marijuana for legitimate medical purposes.

On October 9, 2015, Governor Brown signed a package of bills intended to change the way medical marijuana is cultivated, processed, and distributed to patients and caregivers in the State of California. Specifically, (1) AB 206 (Bonita) establishes dual licensing structures requiring state license and local license or permit. The Department of Consumer Affairs heads the overall regulatory structure establishing minimum health and safety and testing standards; (2) AB 243 (Wood) establishes a regulatory and licensing structure for cultivation sites under the Department of Food and Agriculture ("DFA"). AB 243 also sets forth "State cultivator license types" issued by the DFA, which are described as Types 1 to 4, with Types: 3, 3A, and 3B, subject to limited number of licenses to be issued by the DFA. [As of this date, the DFA has not set forth the limits to the number of licenses.]; and (3) SB 643 (McGuire) establishes criteria for licensing of medical marijuana businesses, regulates physicians, and recognizes local authority to levy taxes and fees.

Notwithstanding the ability under California law for medical marijuana dispensaries to operate, the law is clear that cities have the ability to independently ban medical marijuana dispensaries within the city. (*City of Riverside v. Inland Empire Patient Health and Wellness Center* (2013) 51 Cal.4th 729.) Indeed, the City of Adelanto does not allow medical marijuana dispensaries within the City. (Adelanto Municipal Code, § 17.80.050.) It has been the policy of the City to vigorously enforce the ban on dispensaries within the City.

Prior Agendized Discussions On Medical Marijuana Cultivation and Research

On November 23, 2015, the City Council adopted Ordinance 539, adding Section 17.80.080 to the Municipal Code, allowing the cultivation of medical marijuana in the Industrial Parks located in the Industrial Zone. As of January 27, 2016, the City has issued 26 Medical Marijuana Cultivation Permits pursuant to Ordinance 539 (the "Cultivation Permitees"). These Cultivation Permitees are subject to a conditional use permit. As of this date, no conditional use permits have been issued by the City. The City reserves the right to prioritize the applicants depending on, among other things, the community benefit offered by the applicants.

The Council now wishes to address, Research Development and Processing of Medical Marijuana. Attached to the staff report is the proposed ordinance pertaining to Research, Development and Processing.

Consistency changes are proposed for Section 17.80.080 pertaining to Medical Marijuana Cultivation such as: allowing the continuance of the application submittal process, changing the 12 month permit period to a review period and other changes to eliminate confusion about the cultivation permit process.

For the medical marijuana research, development and processing ordinance, potential requirements that have been discussed include: allowing facilities only in the Industrial Zone, in the Industrial Park (Cultivation Zone), requiring the facility and signage to be benign in nature such as simply the name of the organization, reviewing the processing permit every 12 months for compliance, no restrictions on the hours of operation, having any size limitation on the facility be established by the required conditional use permit rather than the ordinance and limitations on the number of operators, giving processing permits to current cultivation permit holders only and other requirements similar to the Cultivation Ordinance.

At a special meeting, March 29, 2016, the Planning Commission recommended to the City Council approval of Ordinance 545 with a 5 – 0 vote.

At a regular meeting, April 13, 2016, the City Council continued the project to the next meeting.

ENVIRONMENTAL IMPACT

The project is considered Exempt pursuant to Section 15061 (b) (3) of the California Environmental Quality Act as the project will not have a significant effect on the environment.

FISCAL IMPACT:

Permitting fees are proposed to cover potential expenses incurred by the City.

ATTACHMENTS:

1. Ordinance 545
2. Amended Table of Contents
3. Amended Chapter 17.80
4. Amended Appendix A
5. Planning Commission Staff Report

ORDINANCE NO. 545

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMENDING SECTION 17.80.080 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION AND ADDING SECTION 17.80.090 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA RESEARCH, DEVELOPMENT AND PROCESSING

WHEREAS, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, and to ensure that patients and their primary caregivers who obtain and use marijuana for medical purposes upon the recommendation of a physician are not thereby subject to criminal prosecution or sanction. The Act further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The State enacted SB 420 in 2004 (codified as Health and Safety Code Section 11362.7 et seq.) to clarify the scope of The Compassionate Use Act of 1996, facilitate the prompt identification of qualified patients and primary caregivers, avoid unnecessary arrest and prosecution of these individuals, provide needed guidance to law enforcement officers, promote uniform and consistent application of the Act, and enhance the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects and to allow local governing bodies to adopt and enforce rules and regulations consistent with SB 420; and

WHEREAS, Health and Safety Code section 11362.83 provides that local governments are free to adopt laws that are consistent with State law, and as such, it is up to each jurisdiction to decide if it will allow medical cannabis cooperatives or collectives, in what zones, and under what regulations; and

WHEREAS, In August 2008, the Attorney General of the State of California set forth Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use ("Guidelines") which Guidelines affirm the legality of medical marijuana dispensaries under California law, but make clear that such entities cannot be operated for profit, may not purchase marijuana from unlawful sources and must have a defined organizational structure that includes detailed records proving that members are legitimate patients; and

WHEREAS, the California Supreme Court empowers local incorporated cities and counties to enact laws or regulations pertaining to medical marijuana cultivation, dispensing, manufacturing, or distribution pursuant to city zoning powers that the city or counties governing body allows which including either expanding and allowing such activity within its city zoning area or can restrict, ban or prohibit within its zoning area; and

WHEREAS, the State of California recently adopted AB 243, AB 266 and SB 643 to clarify legal requirements pertaining to medical marijuana; and

WHEREAS, the City of Adelanto ("City") wishes to comply with California Law and allow for research development and processing for medical marijuana; and

WHEREAS, it is the purpose and intent of this Chapter to regulate medical marijuana in a manner that is consistent with State law and which promotes the health, safety, and general welfare of the residents and businesses within the incorporated City of Adelanto and limits impacts associated with marijuana research, development and processing; and

WHEREAS, the City of Adelanto intends to be on the forefront of ground breaking research, science, innovation and development of treatment for symptoms and cures in the field of medical cannabis. Scientific research, studies and data has established that cannabis helps patients with a vast array of medical conditions that affect the vast majority of human beings across the globe; and

WHEREAS, nothing in this Section shall be construed to allow persons to engage in conduct that endangers others or causes a public nuisance as defined herein, allow the use or diversion of marijuana for nonmedical purposes, or allow any activity relating to the cultivation, distribution or consumption of marijuana that is otherwise illegal under California State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ADELANTO DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Section 17.80.080 (Cultivation of Medical Marijuana) is amended as follows and Section 17.80.090 (Research, Development and Processing of Medical Marijuana) is hereby added to the City Municipal Code is to read in its entirety as follows:

17.80.80 Cultivation of Medical Marijuana

(a) The purpose and intent of this Section is to regulate the cultivation of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

(b) For purposes of this Section, the following definitions shall apply, unless the context clearly indicates otherwise:

(1) "City" means the City of Adelanto, California, a Charter Law City.

(2) "City Manager" means the individual duly appointed by a majority of the City Council of the City to serve in the capacity as executive officer of the City on a permanent or interim basis.

(3) "Cultivation" or "marijuana cultivation" means cultivation of medical

cannabis and industrial hemp either indoor or within external greenhouses.

(4) "Fully enclosed and secure structure" means a space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.

(5) "Indoors" means within a fully enclosed and secure structure.

(6) "Medical Marijuana" and "Medical Cannabis" are defined in strict accordance with California Health and Safety Code section 11362.5 and 11362.8 *et seq*.

(7) "Outdoors" means any location within the City that is not within a fully enclosed and secure structure. `

(8) "Permit" means a permit to own, operate and manage a Medical Marijuana facility for cultivation purposes only, pursuant to the terms and conditions of this Ordinance.

(9) "Permitee" means an applicant who has applied for and has been issued a Permit by the City for a Medical Marijuana Cultivation Permit pursuant to the terms and conditions of this Ordinance.

(10) "Primary caregiver" means a "primary caregiver" as defined in Section 11362.7(d) of the Health and Safety Code, as may be amended from time to time.

(11) "Qualified patient" means a "qualified patient" as defined in Section 11362.7(f) of the Health and Safety Code.

(c) All outdoor cultivation of marijuana within the City is prohibited. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City to cause or allow such parcel to be used for the outdoor cultivation, manufacture, or research of marijuana.

(d) It is hereby declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any property in the City to cause or allow such property to be used for the indoor cultivation of marijuana plants within a fully enclosed and secure structure on the property, except as provided in subsections (d)(1) and (d)(2) of this section.

(1) <u>Indoor Cultivation Standards</u>. Indoor Medical Marijuana Cultivation,

within the City, shall be in conformance with the following standards:

A. Indoor Medical Marijuana Cultivation shall only be considered upon application and approval of a Marijuana Cultivation Permit in accordance with the criteria and process set forth in this Section.

B. Indoor Medical Marijuana Cultivation is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park (the "Cultivation Zone"). No Medical Marijuana Cultivation shall be established, developed, or operated within two thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Cultivation is, or will be located, to the nearest property line of those uses describe in this Subsection.

C. Indoor Medical Marijuana Cultivation is allowed only within fully enclosed and secure structures inaccessible to minors.

D. Indoor Medical Marijuana Cultivation shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

E. From a public right-of-way, there shall be no exterior evidence of Indoor Medical Marijuana Cultivation.

F. Indoor Medical Marijuana Cultivation shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

G. The number of Medical Marijuana Cultivation Permits shall be limited to those that may be reasonably accommodated within the Cultivation Zone, as defined in B, above.

H. The Medical Marijuana Cultivation facility shall comply fully with all of the applicable restrictions and mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Cultivation facility shall comply with all size requirements for such facilities imposed by State law. The Medical Marijuana Cultivation facility shall not engage in any activities not allowed at cultivation facilities pursuant to State law. The Medical Marijuana Cultivation facility shall comply with all

horticultural, labeling, processing, and other standards required by State law.

I. There is no set restriction on the hours of operation of a Medical Marijuana Cultivation facility; however one may be established as a condition of approval of the Conditional Use Permit.

J. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

K. All Medical Marijuana Cultivation facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

L. Any Medical Marijuana Cultivation facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a “point of sale” within the City for sales tax purposes.

M. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Cultivation facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Cultivation facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

N. Signage for the Medical Marijuana Cultivation facility shall be limited to name of business only and in compliance with the City’s sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

O. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana Cultivation facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Cultivation facility.

P. Physician services shall not be provided on the premises.

"Physician services" does not include social services, including counseling, help with housing and meals, hospice and other care referrals which may be provided on site.

Q. The building in which the Medical Marijuana Cultivation facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all requirements of state law pertaining to cultivation of marijuana as such state laws are amended is also required.

R. The Medical Marijuana Cultivation facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Cultivation facility shall not be operated as a medical marijuana dispensary.

S. The operator of the facility shall provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Cultivation facility. The Medical Marijuana Cultivation facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police or planning departments.

T. Any and all Permits permitting the operation of a Medical Marijuana Cultivation facility shall be reviewed for compliance with this section every twelve (12) months after issuance to the Permitee. If permitee remains in good standing upon review, the permit continues indefinitely or until revoked by the City Manager for just cause.

U. The Permitee shall account for job creation in the City and shall commit to employing a workforce that resides in the City. A minimum of fifty percent (50%) of all employees employed by the Permitee at the cultivation facility, pursuant to this Permit, shall be residents of the City. Permitee shall use good faith efforts to comply with this subsection.

(2) Marijuana Cultivation Permit. Prior to initiating operations and as a continuing requisite to conducting operations, the legal representative of the persons wishing to obtain a Marijuana Cultivation Permit shall obtain

said permit from the City Manager under the terms and conditions set forth in this Section. The legal representative shall file an application with the City Manager upon a form provided by the City and shall pay a filing fee as established by resolution adopted by the City Council as amended from time to time. An application for a Marijuana Cultivation Permit shall include, but shall not be limited to, the following information:

A. An estimate of the size of the Indoor Medical Marijuana Cultivation facility.

B. The address of the location for which the Marijuana Cultivation Permit is sought.

C. A site plan and floor plan of the premises denoting all the use of areas on the premises, including storage, cultivation areas, lighting, signage, etc.

D. A security plan including the following measures:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 120 concurrent hours of digitally recorded documentation in a format approved by the City Manager. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and windows, and any other areas as determined by the City Manager;

2. The facility shall be alarmed with an alarm system that is operated and monitored by a recognized security company;

3. Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the cultivation facility;

4. The entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed; and

5. All windows on the building that houses the cultivation facility shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system

shall be installed and maintained.

E. The name and address of any person who is managing or responsible for the Indoor Medical Marijuana Cultivation activities, and the names and addresses of any employees, if any, and a statement as to whether such person or persons has or have been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received for such conviction(s).

F. The name and address of the owner and lessor of the real property upon which the Indoor Medical Marijuana Cultivation is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a Medical Marijuana Cultivation Facility will be operated on his/her property.

G. Authorization for the City Manager to seek verification of the information contained within the application.

H. Evidence that the Indoor Medical Marijuana Cultivation facility is organized in a legal structure compliant with all applicable laws of the State of California.

I. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

J. Any such additional and further information as is deemed necessary by the City Manager to administer this Section.

K. The City Manager shall conduct a background check of any applicant seeking a Permit, including any person who is managing or is otherwise responsible for the activities of the cultivation facility, and any employee at the cultivation facility ("Applicant's Agents"), and shall prepare a report on the acceptability of the applicant and the Applicant's Agents background and the suitability of the proposed location. Upon completing the review process, the City Manager may issue a Permit to any applicant that meets all the City requirements for said Permit, unless the City Manager finds that:

1. The applicant has made one or more false or misleading statements, or omissions on the application or during the application process;

2. The proposed Indoor Medical Marijuana Cultivation facility is not allowed by state or local law, statue, ordinance, or regulation, including this Code, at a particular location;

3. The applicant is not a Primary Caregiver or Qualified Patient or the legal representative of the Indoor Medical Marijuana Cultivation facility;

4. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility, or any employee, if any, has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, with the exception of marijuana related offenses for which the conviction occurred prior to passage of Compassionate Use Act. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of *nolo contendere*;

5. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has not satisfied each and every requirement of this Section.

L. Based on the information set forth in the application and the City Manager's report, the City Manager may impose reasonable terms and conditions on the proposed operations in addition to those specified in this Section.

M. The City Manager will accept applications for Medical Marijuana Cultivation Permits during a thirty (30) day period after adoption (Second Reading) of this Ordinance and shall continue indefinitely or until no space is available in the cultivation zone. Applications that have been determined to be qualified by the City Manager during the Application Period shall be considered by the City Manager for ultimate review and consideration. The City Manager shall rank all qualified applications in order of those that best satisfy the requirements of this Section and provide the highest

level of service and opportunities for residents of the City based on the requirements of this Section and the following criteria: 1) the operations plan for the facility; 2) the security plan for the facility; 3) the experience of the operators of the facility; 4) the adequacy of capitalization for the facility and operation; and 5) the employment and other public benefits to the City. The City Manager may issue a reasonable number of Medical Marijuana Cultivation Permits, as determined by the City Manager, in his or her exclusive discretion, pursuant to the terms and conditions of this Ordinance, provided the number of Permits may be reasonably accommodated within the Cultivation Zone, as defined herein. Within thirty (30) days after issuance of Medical Marijuana Cultivation Permits, the City Manager shall submit a written report to the City Council stating which applicants were issued Medical Marijuana Cultivation Permits.

N. The obligations of the Indoor Medical Marijuana Cultivation facility, including all on-going and continuing obligations required pursuant to any provision of this Section or as may be provided in any conditional approval of the City Manager, shall be set forth in a covenant running with the land or the leasehold interest, approved as to form by the City Attorney, and enforceable by the City. Such covenant shall also provide that the Indoor Medical Marijuana Cultivation facility shall annually provide to the City Manager an updated application containing the information contained in Subsection (d)(2)A-J. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, and expressly does not waive sovereign immunity, with respect to medical marijuana, or for the activities of any Indoor Medical Marijuana Cultivation facility. Upon receiving possession of a Medical Marijuana Cultivation Permit as provided in this Section, the facility shall:

1. Execute an Indemnification Agreement, prepared by the City, wherein, among other things, Permitee shall fully indemnity the City for any and all litigation that may arise in furtherance of this Ordinance;

2. Carry insurance in the amounts and of the types that are acceptable to the City Manager;

3. Name the City as an additionally insured;

4. Agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the

issues of such approval; and

5. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

O. All Medical Marijuana Cultivation facilities shall be required to enter into an agreement with the City that fully reimburses the City for all costs of the City resulting from the existence of such facilities in the City and provides the City with revenue to offset the potential deleterious effects of the location of Medical Marijuana Cultivation facilities within the jurisdiction of the City.

P. Enforcement

1. Recordings made by the security cameras shall be made available to the City Manager upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials;

2. The City Manager, or the City Manager's designee, shall have the right to enter the Indoor Medical Marijuana Cultivation facility from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this Section and all laws of the City and State of California;

3. Operation of the cultivation facility in non-compliance with any conditions of approval or standards of this Section shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this Code;

4. The City Manager may revoke a Medical Marijuana Cultivation Permit if any of the following, singularly or in combination, occur:

(a) The City Manager determines that the Indoor Medical Marijuana Cultivation facility has failed to comply with this Section, any condition or approval, or any agreement or covenant as required pursuant to this Section;

(b) Operations cease for more than 90 calendar days, including during change of ownership proceedings;

(c) Ownership of the Medical Marijuana Cultivation facility is changed or transferred to third party;

(d) The Indoor Medical Marijuana Cultivation facility fails to maintain 120 hours of security recordings; or

(e) The Indoor Medical Marijuana Cultivation facility fails to allow inspection of the security recordings, the activity logs, or of the premise by authorized City officials.

5. Any decision regarding the revocation of a Medical Marijuana Cultivation Permit may be appealed to an independent neutral, third party, appointed by the City Manager (the "Neutral"). Said appeal shall be made by a notice of appeal from the person appealing within thirty (30) days from the date of the decision. The appeal shall be accompanied by a fee, which shall be established by resolution of the City Council amended from time to time, and a written, verified declaration setting forth the basis for the claim that the Permit was improperly approved, denied, conditioned or revoked. The appeal decision rendered by the Neutral shall be binding upon the City and the appellant.

Q. Any and all permits, rights or entitlements permitting the operation of a Medical Marijuana Cultivation facility shall be reviewed for compliance with this section every twelve (12) months after issuance to the Permitee. If permitee remains in good standing upon review, the permit continues indefinitely or until revoked by the City Manager for just cause. Unless extended, upon the conclusion of the twelve (12) month review period, Medical Marijuana Cultivation facilities for the expired Permitee shall be a prohibited use and any rights obtained pursuant to this Section or any other rules or agreements shall cease as to the respective Permitee.

R. Medical Marijuana Cultivation Permit issued pursuant to this Section is not transferable to a third party by the applicant, under any circumstances.

S. Oversight Committee. The City shall create an Oversight Committee to oversee activities of the Permitee(s) to ensure that all applicable local, state, and federal laws are in compliance, and to assure that all restrictive covenants of this Ordinance are enforced, and that no illegal activity is conducted on the premises. The City's Oversight Committee shall have full authority to review all proposed applications, applicants, business proposals, financial resources, merit and overall business plan when deciding to which entities will receive the proposed Permit as outlined herein. The Oversight Committee shall be appointed by the City Council and shall consist of five (5) total members with one (1) member from code enforcement, one (1) member from planning, and three (3) at-large appointments. The City's Oversight Committee shall be assembled and shall take effect on or after January 1, 2016.

17.80.090 Medical Marijuana Research, Development and Processing

(a) The City intends to be on the forefront in the field of medical cannabis, research, development and processing thereof. The City seeks to be on the cutting-edge of the regulation, manufacturing and processing of medical marijuana through the issuance of a Medical Marijuana Research Development and Processing Permit to qualified applicants. In order to further establish and regulate quality and safety standards for the future regulation of medical marijuana processing, the City may approve qualified applicants for a Medical Marijuana Research Development and Processing Permit as follows:

(1) The purpose and intent of this Section is to regulate the research, development, processing and manufacturing of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

A. "Medical Marijuana Research Development and Processing Permit" means a permit to own, operate and manage a Medical Marijuana Research Development Processing facility for the purposes of research, development and processing of commercially available Cannabis infused edibles and vaporizable products.

(2) Medical Marijuana Research Development and Processing Standards. Medical Marijuana Research Development and Processing, within the City, shall be in conformance with the following standards:

A. Medical Marijuana Research Development and Processing shall only be considered upon application and approval of a Medical

Marijuana Research Development and Processing Permit in accordance with the criteria and process set forth in this section.

B. Only those entities with a current City of Adelanto cultivation permit will be eligible for a Medical Marijuana Research Development and Processing Permit.

C. Marijuana Research Development and Processing is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park (the "Cultivation Zone"). No Medical Marijuana Research Development and Processing facility shall be established, developed, or operated within two thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Research Development and Processing facility is, or will be located, to the nearest property line of those uses described in this Subsection.

D. Medical Marijuana Research Development and Processing is allowed only within fully enclosed and secure structures inaccessible to minors.

E. Medical Marijuana Research Development and Processing shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

F. From a public right-of-way, there shall be no exterior evidence of Medical Marijuana Research Development and Processing.

G. Medical Marijuana Research Development and Processing shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

H. The number of Medical Marijuana Research Development and Processing Permits shall be limited to those that may be reasonably accommodated within the Cultivation Zone, as defined in C, above.

I. The Medical Marijuana Research Development and Processing facility shall comply fully with all of the applicable restrictions and

mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Research Development and Processing facility shall comply with all size requirements for such facilities imposed by State law. The Medical Marijuana Research Development and Processing facility shall not engage in any activities not allowed at Medical Marijuana Research Development and Processing facilities pursuant to State law. The Medical Marijuana Research Development and Processing facility shall comply with all manufacturing, labeling, processing, and other standards required by State law.

J. There is no set restriction on the hours of operation of a Medical Marijuana Research Development and Processing facility; however these restrictions, and others, may be established as a condition of approval of the Conditional Use Permit.

K. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

L. All Medical Marijuana Research Development and Processing facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

M. Any Medical Marijuana Research Development and Processing facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a “point of sale” within the City for sales tax purposes.

N. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Research Development and Processing facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Research Development and Processing facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

O. Signage for the Medical Marijuana Research Development and Processing facility shall be limited to name of business only and in compliance with the City’s sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

P. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana Research Development and Processing facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Research Development and Processing facility.

Q. Physician services shall not be provided on the premises. "Physician services" includes, but is not limited to, social services, including counseling, help with housing and meals, hospice and other care referrals which may not be provided on site.

R. The building in which the Medical Marijuana Research Development and Processing facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all requirements of state law pertaining to research development and processing/manufacturing of marijuana as such state laws are amended is also required.

S. The Medical Marijuana Research Development and Processing facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Research Development and Processing facility shall not be operated as a medical marijuana dispensary.

T. The operator of the facility shall provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Research Development and Processing facility. The Medical Marijuana Research Development and Processing facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police or planning departments.

U. Any and all permits, rights or entitlements permitting the operation of a Medical Marijuana Research Development and Processing facility shall be reviewed for compliance with this section every

twelve (12) months after issuance to the Permitee. If permitee remains in good standing upon review, the permit continues indefinitely or until revoked by the City Manager for just cause. Unless extended, upon the conclusion of the twelve (12) month review period, Medical Marijuana Research Development and Processing facilities for the expired Permitee shall be a prohibited use and any rights obtained pursuant to this Section or any other rules or agreements shall cease as to the respective Permitee..

V. Permitee shall account for job creation in the City and shall commit to employing a workforce that resides in the City. A minimum of fifty percent (50%) of all employees employed by the Permitee at the processing facility, pursuant to this Permit, shall be residents of the City. Permitee shall use good faith efforts to comply with this subsection.

W. A Medical Marijuana Research Development and Processing facility may be located within the same building or structure as a Medical Marijuana Cultivation facility, only if the Medical Marijuana Processing facility is located in separate room(s) of the facility, and only if the Medical Marijuana Research Development and Processing facility has its own, separate entrance.

X. A Medical Marijuana Research Development and Processing facility must employ full time quality control personnel. For any edible products, the Permitee must establish Standard Operating Procedures and Batch Records that comply with current Good Manufacturing Practices for food products, as outlined by the California Department of Public Health and the Food and Drug Administration.

Y. All finished products produced by a Medical Marijuana Research Development and Processing facility must be labeled in compliance with the labeling requirements outlined by the California Department of Public Health, as well as comply with any applicable Marijuana specific labeling requirements established by California Medical Marijuana statutes or codes.

Z. All finished products produced by a Medical Marijuana Research Development and Processing facility must be packaged in child resistant containers, prior to becoming commercially available and, therefore, leaving the facility.

AA. All batches of final product must be tested by a third party laboratory for potency of cannabinoids, residual solvents, mold,

pesticides, and any other contaminants as may be outlined in California Medical Marijuana statues or codes. In the event that the State of California requires testing by a State certified laboratory, the Permitee shall comply with such regulation.

BB. A Medical Marijuana Research Development and Processing facility may only use solvents, which have been approved by the Food and Drug Administration for the processing or preparation of botanical, dietary supplements or food grade products.

CC. All processing or analytical testing devises used in a Medical Marijuana Research Development and Processing facility must be UL listed, or otherwise approved for the intended use by the local Building Department and/or Fire Department. Any processing devices using only non-pressurized water are exempt from such approval.

DD. Any processing device used in a Medical Marijuana Research Development and Processing facility, which utilized hydrocarbons or otherwise flammable solvents, must operate in a closed loop or in such a way that all solvent material is recovered in the process. All hazardous material must be disposed of in a manner which is compliant with all local, state, and federal guidelines for the disposal of hazardous materials.

EE. All Medical Marijuana Research Development and Processing facilities shall be required to enter into an agreement with the City that fully reimburses the City for all costs of the City resulting from the existence of such facilities in the City and provides the City with revenue to offset the potential deleterious effects of the location of Medical Marijuana Research Development and Processing facilities within the jurisdiction of the City.

(3) Medical Marijuana Research Development and Processing Permit. Prior to initiating operations and as a continuing requisite to conducting operations, the legal representative of the persons wishing to obtain a Medical Marijuana Research Development and Processing Permit shall obtain said permit from the City Manager under the terms and conditions set forth in this Section. The legal representative shall file an application with the City Manager upon a form provided by the City and shall pay a filing fee as established by resolution adopted by the City Council as amended from time to time. An application for a Medical Marijuana Research Development and Processing Permit shall include, but shall not be limited to, the following information:

A. An estimate of the size of the Medical Marijuana Research Development and Processing facility.

B. The address of the location for which the Medical Marijuana Research Development and Processing Permit is sought.

C. A site plan and floor plan of the premises denoting all the use of areas on the premises, including storage, processing areas, lighting, signage, etc.

D. A security plan including the following measures:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 120 concurrent hours of digitally recorded documentation in a format approved by the City Manager. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and windows, and any other areas as determined by the City Manager;

2. The facility shall be alarmed with an alarm system that is operated and monitored by a recognized security company;

3. Entrance to the processing area and any storage areas shall be locked at all times, and under the control of staff of the processing facility;

4. The entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed; and

5. All windows on the building that houses the processing facility shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.

E. The name and address of any person who is managing or responsible for the Medical Marijuana Research Development and Processing activities, and the names and addresses of any employees, if any, and a statement as to whether such person or persons has or have been convicted of a crime(s), the nature of

such offense(s), and the sentence(s) received for such conviction(s).

F. The name and address of the owner and lessor of the real property upon which the Indoor Medical Marijuana Research Development and Processing is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a Medical Marijuana Research Development and Processing Facility will be operated on his/her property.

G. Authorization for the City Manager to seek verification of the information contained within the application.

H. Evidence that the Indoor Medical Marijuana Research Development and Processing facility is organized in a legal structure compliant with all applicable laws of the State of California.

I. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

J. Any such additional and further information as is deemed necessary by the City Manager to administer this Section.

K. The City Manager shall conduct a background check of any applicant seeking a Permit, including any person who is managing or is otherwise responsible for the activities of the Medical Marijuana Research Development and Processing facility, and any employee at the Medical Marijuana Research Development and Processing facility ("Applicant's Agents"), and shall prepare a report on the acceptability of the applicant and the Applicant's Agents background and the suitability of the proposed location. Upon completing the review process, the City Manager may issue a Permit to any applicant that meets all the City requirements for said Permit, unless the City Manager finds that:

1. The applicant has made one or more false or misleading statements, or omissions on the application or during the application process;

2. The proposed Medical Marijuana Research Development and Processing facility is not allowed by state or local law, statue, ordinance, or regulation, including this Code, at a

particular location;

3. The applicant is not a Primary Caregiver or Qualified Patient or the legal representative of the Medical Marijuana Research Development and Processing facility;

4. The applicant, or any person who is managing or is otherwise responsible for the activities of the Medical Marijuana Research Development and Processing facility, or any employee, if any, has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, with the exception of marijuana related offenses for which the conviction occurred prior to passage of Compassionate Use Act. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of *nolo contendere*;

5. The applicant, or any person who is managing or is otherwise responsible for the activities of the Medical Marijuana Research Development and Processing facility has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has not satisfied each and every requirement of this Section.

L. Based on the information set forth in the application and the City Manager's report, the City Manager may impose reasonable terms and conditions on the proposed operations in addition to those specified in this Section.

M. The City Manager will accept applications for Medical Marijuana Research Development and Processing Permits during a thirty (30) day period after adoption (Second Reading) of this Ordinance and shall continue indefinitely or until no space is available in the cultivation zone. Applications that have been determined to be qualified by the City Manager during the Application Period shall be considered by the City Manager for ultimate review and consideration. The City Manager shall rank all qualified applications in order of those that best satisfy the requirements of this Section and provide the highest level of service and opportunities for residents of the City based on the requirements of this Section and the following criteria: 1) the operations plan for

the facility; 2) the security plan for the facility; 3) the experience of the operators of the facility; 4) the adequacy of capitalization for the facility and operation; and 5) the employment and other public benefits to the City. The City Manager may issue a reasonable number of Medical Marijuana Research Development and Processing Permits, as determined by the City Manager, in his or her exclusive discretion, pursuant to the terms and conditions of this Ordinance, provided the number of Permits may be reasonably accommodated within the Cultivation Zone, as defined herein. Within thirty (30) days after issuance of Medical Marijuana Research Development and Processing Permits, the City Manager shall submit a written report to the City Council stating which applicants were issued Medical Marijuana Research Development and Processing Permits.

N. The obligations of the Medical Marijuana Research Development and Processing facility, including all on-going and continuing obligations required pursuant to any provision of this Section or as may be provided in any conditional approval of the City Manager, shall be set forth in a covenant running with the land or the leasehold interest, approved as to form by the City Attorney, and enforceable by the City. Such covenant shall also provide that the Medical Marijuana Research Development and Processing facility shall annually provide to the City Manager an updated application containing the information contained in Subsection (d)(2)A-J. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, and expressly does not waive sovereign immunity, with respect to medical marijuana, or for the activities of any Medical Marijuana Research Development and Processing facility. Upon receiving possession of a Medical Marijuana Research Development and Processing Permit as provided in this Section, the facility shall:

1. Execute an Indemnification Agreement, prepared by the City, wherein, among other things, Permitee shall fully indemnity the City for any and all litigation that may arise in furtherance of this Ordinance;

2. Carry insurance in the amounts and of the types that are acceptable to the City Manager;

3. Name the City as an additionally insured;

4. Agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the

issues of such approval; and

5. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

O. Enforcement

1. Recordings made by the security cameras shall be made available to the City Manager upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials;

2. The City Manager, or the City Manager's designee, shall have the right to enter the Medical Marijuana Research Development and Processing facility from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this Section and all laws of the City and State of California;

3. Operation of the Medical Marijuana Research Development and Processing facility in non-compliance with any conditions of approval or standards of this Section shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this Code;

4. The City Manager may revoke a Medical Marijuana Research Development and Processing Permit if any of the following, singularly or in combination, occur:

(a) The City Manager determines that the Medical Marijuana Research Development and Processing facility has failed to comply with this Section, any condition or approval, or any agreement or covenant as required pursuant to this Section;

(b) Operations cease for more than 90 calendar days, including during change of ownership proceedings;

(c) Ownership of the Medical Marijuana Research Development and Processing facility is changed or transferred to third party;

(d) The Medical Marijuana Research Development and Processing facility fails to maintain 120 hours of security recordings; or

(e) The Medical Marijuana Research Development and Processing facility fails to allow inspection of the security recordings, the activity logs, or of the premise by authorized City officials.

5. Any decision regarding the revocation of a Medical Marijuana Research Development and Processing Permit may be appealed to an independent neutral, third party, appointed by the City Manager (the "Neutral"). Said appeal shall be made by a notice of appeal from the person appealing within thirty (30) days from the date of the decision. The appeal shall be accompanied by a fee, which shall be established by resolution of the City Council amended from time to time, and a written, verified declaration setting forth the basis for the claim that the Permit was improperly approved, denied, conditioned or revoked. The appeal decision rendered by the Neutral shall be binding upon the City and the appellant.

P. Medical Marijuana Research Development and Processing Permit issued pursuant to this Section is not transferable to a third party by the applicant, under any circumstances.

Section 3. Recognizing that there is a potential conflict between Federal and State law, it is the City Council's intention that this Chapter shall be deemed to comply with California law as established by the "Compassionate Use Act" (codified as Health and Safety Code § 11362.5 *et seq.*) and the Medical Marijuana Program Act" (codified as Health and Safety Code § 11362.7 *et seq.*).

Section 4. The City Council determines that it is in the best interest of the residents of the City to allow cultivation facilities that comply with the Guidelines to be established and operated as permitted uses within certain areas of the City subject to the regulations and restrictions provided in this Ordinance. It is the City Council's intention that nothing in this Chapter shall be construed to:

1. Allow persons to engage in conduct that endangers others or causes a public nuisance;

2. Allow the use of marijuana for non-medical purposes of any kind; or

3. Allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise not permitted under State law.

Section 5. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act pursuant to Section 15061 (b) 3 and 15305 of the Guidelines, in that the amendment does not have the potential for causing a significant effect on the environment.

Section 6. No use, business, or activity of any kind which researched, developed or processed marijuana prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Zoning Code and such use shall not be entitled to claim legal nonconforming status.

Section 7. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional, illegal or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect.

Section 8. By regulating Research Development and Processing facilities, the City of Adelanto is only assuming an undertaking to preserve the general welfare through the provision of a method of implementing the Compassionate Use Act. The City Council is not assuming, nor is it imposing on its officers and employees, an obligation for which a breach thereof would expose the City to a liability in money damages to any person who claims that such breach proximately caused injury. To the fullest extent permitted by law, the City shall assume no liability whatsoever, and expressly does not waive sovereign immunity, with respect to any provision of this Ordinance or for the activities of any Research Development or Processing facility. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Chapter shall not become a personal liability of any public officer or employee of the City. Nothing in this Ordinance shall be deemed or considered in any respects to constitute authorization to violate any state or federal law.

Section 9. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

PASSED, APPROVED and ADOPTED this 11th day of May, 2016.

_____
Mayor, Richard Kerr

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

I, Cindy Herrera, City Clerk of the City of Adelanto, do hereby certify that the foregoing Ordinance was introduced for a first reading on the 27th day of April and approved for a second reading at a regular meeting of the City Council of the City of Adelanto held on the 11th day of May, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____

Cindy M. Herrera, City Clerk, City of Adelanto

TITLE 17

ADELANTO ZONING ORDINANCE

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CHAPTER 17.80

SPECIAL USE STANDARDS

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17.80.010 Intent and Purpose

Certain uses, although permitted in specific zoning districts, require additional development standards beyond those specified for the applicable zone. Additional standards are required to ensure that such uses are operated in a manner that does not adversely impact surrounding uses. The purpose of this Chapter is to provide additional development standards and conditions for certain uses to ensure their compatibility with surrounding uses.

17.80.020 Antennas and Cellular Telephone Towers

(a) Exempt Antennas

Common skeletal-type radio and television antenna in standard configurations used to receive UHF, VHF, AM, and FM signals of off-air broadcasts from radio and television stations are exempt from the requirements of this Section.

Solid dish-type antennas with a diameter of less than two feet (2') which are designed to receive broadcast signals directly from orbiting satellites are also exempt from the following requirements, with the exception that this type of antenna may not be placed in a front yard area or in any other location visible from the street at the front of the home or building which the antenna serves.

(b) Location of Antennas in Residential Districts

Antennas and satellite dishes (hereafter referred to as “antennas”) located in the residential zones of the City shall conform to the following standards:

(1) All antennas shall be required to maintain their supporting structures at least five feet (5') from any property line and ten feet (10') from any other structure.

(2) All ground-mounted antennas shall be screened by walls, fences, or landscaping at least six feet (6') in height obscuring visibility of the antenna from adjacent properties at the same elevation. Landscaping

shall be of a type and variety and installed at sufficient size to be capable of growing within one year to a landscape screen which obscures the visibility of the antenna.

(3) All antennas and their supporting structures shall be located in the rear yard.

(4) No antenna shall be higher than thirty-five feet (35') above grade level, except dish-type satellite receiving antennas, which shall not exceed fifteen feet (15') in height. Antennas exceeding thirty-five feet (35') may be approved provided the antenna is retractable to below the thirty-five foot (35') height limit, and the applicant executes a use agreement providing that the antenna will only be extended during actual use of said antenna.

(5) A maximum of two (2) antennas, including exempt antennas, shall be allowed per lot.

(6) All roof-mounted antennas, with the exception of exempt antennas, are prohibited.

(c) Location of Antennas in Non-Residential Districts

Antennas located in non-residential zoning districts shall conform to the following standards:

(1) All ground-mounted antennas shall be required to maintain their supporting structures at least five feet (5') from any property line and ten feet (10') from any other structure.

(2) All ground-mounted antennas shall be screened by walls, fences, or landscaping at least six feet (6') in height obscuring visibility of the antenna from adjacent properties at the same elevation. Landscaping shall be of a type and variety capable of growing within one year to a landscape screen which obscures the visibility of the antenna.

(3) All antennas and their supporting structures shall be located in the rear yard or any side yard, except a street side yard.

(4) No antenna or its supporting structure shall be located in the area between the front property line and the main structure or building.

(5) No antenna shall be higher than the maximum height permitted in the zone, measured from grade level, except satellite antennas, which shall not exceed fifteen feet (15') in height.

(6) A maximum of two (2) antennas, including exempt antennas, shall be allowed per lot.

(7) No antenna shall be roof-mounted except on a flat portion of the roof structure with parapets, and/or architecturally matching screening plan.

(d) Location of Antennas in Public Utility, Open Space and Greenbelt Corridor Districts

(1) All ground-mounted antennas shall be required to maintain their supporting structures at least five feet (5') from any property line and ten feet (10') from any other structure.

(2) All ground-mounted antennas shall be screened by walls, fences or landscaping at least six feet (6') in height obscuring visibility of the antenna. Landscaping shall be of a type and variety capable of growing within one year to a landscape screen which obscures the visibility of the antenna.

(3) All antennas and their supporting structures shall be located in the rear yard or any side yard, except a street side yard.

(4) No antenna or its supporting structure shall be located in the area between the front property line and the main structure or building.

(5) No antenna shall be higher than the maximum height permitted in the zone measures from grade level, except satellite antennas which shall not exceed fifteen feet (15') in height.

(6) A maximum of two (2) antennas, including exempt antennas, shall be allowed per lot.

(7) No antenna shall be roof-mounted except on a flat portion of the roof structure with parapets, and/or architecturally matching screening plan.

(e) Wireless Communication Facilities

The following regulations shall govern the placement of wireless communication facilities, antennas, and similar installations:

(1) All cellular phone installations shall require Conditional Use Permit Approval, pursuant to the requirements of Chapter 17.130 of this Code.

(2) Cellular Telephone Towers shall be permitted within all Business and Manufacturing (BP, LM, MI and ADD), Open Space, Public Land, Schools, Greenbelt Corridors (OS, DE, UE) and Public Utilities and Public Facilities (PU and PF) zoning districts.

(3) Cellular Telephone Towers shall not be located in Residential Districts.

(4) Design Standards

A. Cellular Telephone Towers shall be “Stealth Facilities”, which means that any Wireless Telecommunications Facility shall be disguised to appear as another natural or artificial object that exists in the surrounding environment or which is architecturally

integrated into a building or other structure. They may include, but are not limited to:

1. Co-location on existing electrical transmission towers within Power Easements.

2. Architecturally screened roof mounted antenna.

3. Wall or façade-mounted antenna as design features, clock towers, flagpoles, church crosses, "tree" poles (monopalms, monopines, or similar).

4. Wall Mounted means a Wireless Telecommunication Facility that is mounted on any vertical surface or nearly vertical surface of a building or other existing structure that is not specifically constructed for the purpose of supporting an antenna, such as exterior walls of a building, an existing parapet, the side of a water tank, the face of a church steeple, or the side of a freestanding sign such that the highest point of the Facility is at an elevation equal to or lower than the highest point of the surface on which it is mounted.

5. Exceptions to this may be granted through the Conditional Use Permit Process, provided that it can be demonstrated that the proposed installation would not be unduly intrusive, such as they are located in proximity to similar existing towers for major electrical transmission lines.

B. Cellular phone towers, antennas, and similar structures are limited to the maximum height allowed within the Zoning District in which it is located, unless an RF report prepared by a qualified RF Engineer and reviewed by the City, demonstrates that: 1) an antenna built at the Zoning District limit would obstruct the antenna's reception window or otherwise excessively interfere with reception and such obstruction or interference involves factors beyond the applicant's control; and 2) there are no other locations within the City available to the cellular phone provider that would enable the cellular phone provider to construct an antenna within the limits of the Zoning Code without limiting cell phone coverage and reception. In such cases, a maximum height of one hundred feet (100') may be allowed, unless a lower height is required by a local Airport Land Use Commission (ALUC).

C. Setback requirements for cellular phone installations shall be developed on a case-by-case basis as part of the Conditional Use Permit Approval.

(f) Antennas Used for Transmission Purposes

The following regulations shall apply to the establishment, installation, and operation of antennas used to transmit signals of any type for commercial purposes.

(1) Except as provided in subsection (2) below, prior to the approval by the City of the installation of any non-exempt antenna, the applicant must submit a written statement that the antenna will not be used for transmission purposes; or, that the use of the antennas for transmission purposes will not exceed EIRP levels of 80 dBW.

(2) Antennas used for transmission purposes which exceed EIRP levels of 80 dBW may be approved by the Planning Commission, subject to the imposition of reasonable conditions to protect the applicant and the public health and safety. Reasonable conditions shall include, but not be limited to, fencing, screening, warning signs, partial submersion below ground level, and other like conditions.

(3) Antennas used for transmission purposes shall be subject to the same screening requirements as antennas used for receiving signals. Transceiver antennas shall be considered to be transmitting antennas for the purposes of this Chapter.

(4) Any applicant aggrieved by a decision of or condition imposed by the City may appeal that decision or condition pursuant to Section 2.04.080 et seq. of this Code.

(g) Required Criteria and Performance Standards

The following regulations shall apply to the establishment, installation, and operation of antennas in all zoning districts:

(1) Antennas shall be installed and maintained in compliance with the requirements of the Building Code. Antenna installers shall obtain a building permit prior to installation.

(2) No advertising material shall be allowed on any antenna.

(3) All electrical wiring associated with any antenna shall be buried underground or hidden in a manner acceptable to the Building Official.

(4) No portion of an antenna array shall extend beyond the property lines or into any front yard area. Guy wires shall not be anchored within any front yard area but may be attached to the building.

(5) The antenna, including guy wires, supporting structures, and accessory equipment, shall be located and designed so as to minimize the visual impact on surrounding properties and from public streets. The materials used in constructing the antenna shall not be unnecessarily bright, shiny, garish, or reflective.

(6) Every antenna must be adequately grounded for protection against a direct strike of lightning with an adequate ground wire. Ground wires shall be of the type approved by the latest edition of the National Electrical Code, as adopted by the City, for grounding masts and lightning arresters and shall be installed in a mechanical manner, with as few bends as possible, maintaining a clearance of at least two (2) inches from combustible materials. Lightning arresters shall be used which are approved as safe by the Underwriter's Laboratories, Inc., and both sides of the line must be adequately protected with proper arresters to remove static charges accumulated on the line. When lead-in conductors of polyethylene ribbon-type are used, lightning arresters must be installed in each conductor. When coaxial cable or shielded twin lead is used for lead-in, suitable protection may be provided without lightning arresters by grounding the exterior metal sheath.

(7) A wind velocity test shall be required if deemed necessary by the Building Official.

(h) Variances

Pursuant to the procedures of Chapter 17.140 et seq. of this Zoning Code, any person may seek a variance from the provisions of this Chapter pertaining to antennas and satellite dish antennas. A fee shall be charged to an applicant for a variance that is required solely for the purposes of complying with the antenna and/or satellite dish antenna regulations of this Chapter. Any variance so granted is revocable for failure by the applicant or property owner to comply with the conditions imposed. A variance shall be issued for an antenna if it meets the following standards:

(1) Locating the antenna in conformance with the specifications of this Chapter would obstruct the antenna's reception window or otherwise excessively interfere with reception, and such obstruction or interference involves factors beyond the applicant's control; or the cost of meeting the specifications of this Section is excessive, given the cost of the proposed antenna.

(2) The variance application includes a certification that the proposed installation is in conformance with applicable City Building Code regulations. Furthermore, the application must contain written documentation of such conformance, including load distributions within the building's support structure, and must be certified by a registered engineer.

(3) If it is proposed that the antenna will be located on the roof, where possible, the antenna shall be located on the rear portion of the roof and be consistent with neighboring improvements, uses, and architectural character.

(i) Nonconforming Antennas

All antennas, in any zone, lawfully constructed and erected prior to the effective date of this Chapter, which do not conform to the requirements of the provisions of this Chapter for the particular zoning district in which they are located, shall be accepted as non-conforming uses for a period of one (1) year from the date of adoption of this Chapter. Thereafter, the antennas shall be subject to abatement as set forth below via removal, modification, or relocation to comply with the standards of this Chapter. Any antenna constructed or erected in violation of this Chapter or any prior law, ordinance, or regulation shall be subject to immediate abatement.

(j) Notice of Nonconforming Antennas

(1) Upon the determination of the Planning Director that the provisions of this Chapter apply to a given parcel of land on which an antenna is located, the Planning Director or his/her designee shall send a notice thereof by United States certified mail, return receipt requested, to the owner thereof as shown on the last equalized assessment roll and shall cause such property to be posted with a similar notice.

(2) The notice provided for in this Section shall state that the property and antenna in question is a nonconformity, shall state the date of abatement established in Section 17.80.020(i), shall state that an administrative hearing will be held before the Planning Commission and shall state the date of such hearing.

(k) Hearing; Decision and Order; Appeal; Recordation of Order

(1) Within sixty (60) days after the issuance of the notice prescribed in Section 17.80.020(j), the Planning Commission shall hold an administrative hearing to determine whether the nonconformity should be abated or whether a time extension should be granted as provided in subsection (7) below.

(2) The Planning Commission shall receive written and oral testimony at such hearing in regard to the abatement.

(3) At the close of the hearing, the Planning Commission shall find and determine whether the nonconformity should be abated and all facts in support thereof, whether the owner of the property can amortize his/her investment in the term for abatement provided in Section 17.80.020(i), and if not, what term for abatement should be provided as specified in Section 17.80.020(j).

(4) The Planning Commission shall also find and determine whether the structure encompassing the nonconforming use can be used economically in its present condition or can be modified successfully for a purpose permitted in the zoning district in which it is located.

(5) The decision of the Planning Commission and the findings in support thereof shall be in the form of a written order and shall be served upon the property owner personally or by United States certified mail, return receipt requested, within ten (10) days after the decision is rendered.

(6) The decision of the Planning Commission may be appealed to the City Council.

(7) After the conclusion of all appeals, notice of the decision and order of the Planning Commission or the City Council shall be recorded with the City Clerk.

(l) Extension of Time

(1) The Planning Commission or City Council on appeal, shall grant an extension of the time for abatement of nonconformity where it finds that an unreasonable hardship would otherwise be imposed on the property owner.

(2) The Planning Commission or City Council on appeal, shall consider the following factors, among others, in determining whether to grant an extension of time and the length of the term:

A. The nature of the use.

B. The amount of the owner's investment in improvements.

C. The convertibility of improvements to permitted uses.

D. The character of the neighborhood.

E. The detriment, if any, caused to the neighborhood by continuance of the nonconforming use.

F. The amount of time needed to amortize the investment.

(m) Proof of Amortization

The Planning Commission, or City Council on appeal, shall base its decision as to the length of the permitted amortization period on any competent evidence presented, including, but not limited to, the depreciation schedule attached to the owner's latest federal income tax return.

(n) Relocation

Where the Planning Commission finds that a nonconforming antenna, either in its present condition or as modified, can be used in compliance with the standards set forth in this Chapter for the zoning district in which it is located, the nonconforming antenna may be granted an extension sufficient to permit it to relocate on the site wherein such use is permitted and which has substantially equivalent utility for the use. In no event shall such extension be more than two (2) years.

(o) Antennas Used for Transmission Purposes

(1) Except as provided in subsection (2) below, prior to the approval by the City for the installation of any non-exempt antenna, the applicant must submit a written statement that the antenna will not be used for transmission purposes; or that the use of the antennas for transmission purposes will not exceed EIRP levels of 80 dBW.

(2) Antennas used for transmission purposes which exceed EIRP levels of 80 dBW may be approved by the Planning Commission subject to the imposition of reasonable conditions to protect the applicant and the public health and safety. Reasonable conditions shall include, but not be limited to, fencing, screening, warning signs, partial submersion below ground level, and other like conditions.

(3) Any applicant aggrieved by a decision of or condition imposed by the Planning Commission may appeal that decision or condition to the City Council, pursuant to Section 2.04.080 et seq of this Code.

17.80.030 Churches, Temples, religious institutions, non-profits and other similar institutions

(a) All churches, temples, religious institutions, non-profits and other similar institutions shall require a Location and Development Plan approval and Conditional Use Permit approval, as indicated in Appendix A.

(b) All buildings, structures, setbacks, building height and landscaping shall be developed in a manner harmonious and compatible with development on surrounding properties.

(c) Off-street parking spaces shall be required as per Chapter 17.65 and 17.15 of this Zoning Code. The number of parking spaces shall be determined in Table 65-2 of the aforementioned code section. Exterior parking areas shall be screened with landscaping to be compatible with and an enhancement to surrounding land uses.

(d) All exterior lighting shall be designed, oriented, and constructed to shield adjacent properties from adverse glare effects.

(e) Establishment of a church does not automatically permit any school, day nursery, kindergarten, or any congregation of persons for purposes other than religious

instruction, worship, or guidance. Any such additional uses shall be subject to the use requirements of the zoning district in which they are located.

(f) Churches, Temples, religious institutions, non-profit and other similar institutions proposed to be located in residential zones shall only be allowed if vehicular access is from a Major Street/Boulevard, Collector Street, Activity Street or Loop Street-One Way, as identified in the Circulation Element of the General Plan

17.80.040 Restrictions on Sales of Tobacco Products

(a) Definitions

The following words and phrases, whenever used in this article, shall have the meanings defined in this section unless the context clearly requires otherwise:

Tobacco Product means any product(s) that is used to consume tobacco or any product that contains any tobacco leaf, including but not limited to: cigarettes, cigars, cigarillos, blunts, snuff, dipping/chewing tobacco, flavored tobacco, tobacco water, tobacco paste, gutka, kretek, shisha, roll-your-own cigarettes, cigarette or cigar rolling papers, or pipes.

Tobacco Retailer means any person, retail establishment, or any other legal entity who knowingly sells, donates, distributes, or delivers to any person(s), for any form of consideration, tobacco products.

(b) Zoning Regulations.

It is hereby declared that the sense and policy of this section is that no tobacco retailer shall be permitted to sell, donate, distribute, or deliver to any person(s), for any form of consideration, tobacco products within 1,000 feet of any playground, church, public library, school, or any childcare facility or similar entity providing structured, organized care for youth.

(c) How Distance Measured.

The 1,000 foot distance provided for in Section 14.80.040 shall be measured as a person walks, using the sidewalk, from the nearest point of the property line of the playground, church, public library, school, or childcare facility or similar entity providing structured, organized care for youth, to the nearest of the property line of the tobacco retailer.

(d) Nonconforming Uses

The City's nonconforming use rules, contained in Chapter 17.165 apply to this section. If a tobacco retailer has an interruption of the continuity of business for a period in excess of six months, in order to reopen for business, the requirements set forth above must be complied with.

(e) Enforcement.

Enforcement of this chapter shall be the responsibility of the Community Development Director or his designee. In addition, any peace officer or code enforcement official also may enforce this chapter.

17.80.050 Medical Marijuana Dispensaries

A medical marijuana dispensary, as defined in Section 17.200.140 of this Title, is not an allowable use within any zone in the City of Adelanto and is expressly prohibited in all zones. No other definition or term utilized herein shall be interpreted to allow such use. Each individual zone in the City of Adelanto is hereby updated to prohibit medical marijuana dispensaries.

17.80.060 Wind Energy Conversion Systems (WECS)

(a) Wind Energy Conversion Systems shall be classified into three (3) categories.

(1) Category One, consist of large WECS that have one or more units producing power for sale. This category generates power in excess of 500 Kw and does not provide power for onsite use. These systems require the approval of a Conditional Use Permit and Location and Development Plan and are allowed in the Manufacturing/Industrial (MI), Airport Development District (ADD), Public Utilities (PU) and Open Space, Public Land and Schools (OS) zones.

(2) Category Two, consist of medium WECS that provide power for existing onsite structures. These systems may have more than one unit but produce 500 Kw or less. These systems require the approval of a Minor Conditional Use Permit and Site Plan and are allowed in all zoning districts except Single Family Residential (R-S1, R1, R1-.5, R-S5) and Desert Living (DL-9, DL-5, DL-2.5).

(3) Category Three, consist of WECS that provide power for existing onsite single family residential structures. These systems may have more than one unit but produce 25 Kw or less. These systems require the approval of a site plan and can be pole/tower or roof mounted.

(b) WECS installed in the DL zone may be 75’ in height. All others shall comply with height limitations for the zoning district they are installed in.

(c) All ground mounted pole/tower WECS shall be set back from property lines a distance that equals the total height of the system and shall have a locked anti-climb device installed or be un-climbable by design for the first 12 feet.

(d) All pole mounted WECS shall be of the self supporting monopole type. WECS requiring the use of guyed wires are only permitted in the DL zone.

(e) No WECS shall emit sounds which exceed 65 decibels at any time as measured from the property line.

(f) All on-site wiring for WECS shall be installed underground.

(g) All WECS shall be installed and operated so that the public health, safety, and welfare of neighboring property owners or occupants will not be jeopardized.

17.80.070 Solar Energy Conversion Systems (SECS)

(a) Solar Energy Conversion Systems shall be classified into three (3) categories.

(1) Category One, consist of large SECS that have one or more units producing power for sale. This category generates power in excess of 500 Kw and does not provide power for onsite use. These systems require the approval of a Conditional Use Permit and Location and Development Plan and are allowed in the Manufacturing/Industrial (MI) and Airport Development District (ADD) zones.

(2) Category Two, consist of medium SECS that provide power for existing onsite structures. These systems may have multiple panels but produce 500 Kw or less. These systems require the approval of a Minor Conditional Use Permit and Site Plan and are allowed in all zoning districts except Single Family Residential (R1), (R1-.5) and Desert Living (DL).

(3) Category Three, consist of SECS that provide power for existing onsite single family residential structures. These systems may have multiple panels but produce 25 Kw or less. These systems require the approval of a site plan and can be ground or roof mounted.

(b) All SECS shall comply with height limitations and setbacks for the zoning district they are installed in.

(c) No SECS shall emit sounds which exceed 65 decibels at any time as measured from the property line.

(d) All on-site wiring for SECS shall be installed underground.

(e) All SECS shall be installed and operated so that the public health, safety, and welfare of neighboring property owners or occupants will not be jeopardized.

17.80.80 Cultivation of Medical Marijuana

a) The purpose and intent of this Section is to regulate the cultivation of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

b) For purposes of this Section, the following definitions shall apply, unless the context clearly indicates otherwise:

(1) "City" means the City of Adelanto, California, a Charter Law City.

(2) "City Manager" means the individual duly appointed by a majority of the City Council of the City to serve in the capacity as executive officer of the City on a permanent or interim basis.

(3) "Cultivation" or "marijuana cultivation" means cultivation of medical cannabis and industrial hemp either indoor or within external greenhouses.

(4) "Fully enclosed and secure structure" means a space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.

(5) "Indoors" means within a fully enclosed and secure structure.

(6) "Medical Marijuana" and "Medical Cannabis" are defined in strict accordance with California Health and Safety Code section 11362.5 and 11362.8 *et seq*.

(7) "Outdoors" means any location within the City that is not within a fully enclosed and secure structure. `

(8) "Permit" means a permit to own, operate and manage a Medical Marijuana facility for cultivation purposes only, pursuant to the terms and conditions of this Ordinance.

(9) "Permitee" means an applicant who has applied for and has been issued a Permit by the City for a Medical Marijuana Cultivation Permit pursuant to the terms and conditions of this Ordinance.

(10) "Primary caregiver" means a "primary caregiver" as defined in Section 11362.7(d) of the Health and Safety Code, as may be amended from time to time.

(11) "Qualified patient" means a "qualified patient" as defined in Section 11362.7(f) of the Health and Safety Code.

c) All outdoor cultivation of marijuana within the City is prohibited. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City to cause or allow such parcel to be used for the outdoor cultivation, manufacture, or research of marijuana.

d) It is hereby declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any property in the City to cause or allow such property to be used for the indoor cultivation of marijuana plants within a fully

enclosed and secure structure on the property, except as provided in subsections (d)(1) and (d)(2) of this section.

(1) Indoor Cultivation Standards. Indoor Medical Marijuana Cultivation, within the City, shall be in conformance with the following standards:

Indoor Medical Marijuana Cultivation shall only be considered upon application and approval of a Marijuana Cultivation Permit in accordance with the criteria and process set forth in this Section.

A. Indoor Medical Marijuana Cultivation is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park (the "Cultivation Zone"). No Medical Marijuana Cultivation shall be established, developed, or operated within two thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Cultivation is, or will be located, to the nearest property line of those uses describe in this Subsection.

B. Indoor Medical Marijuana Cultivation is allowed only within fully enclosed and secure structures inaccessible to minors.

C. Indoor Medical Marijuana Cultivation shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

D. From a public right-of-way, there shall be no exterior evidence of Indoor Medical Marijuana Cultivation.

E. Indoor Medical Marijuana Cultivation shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

F. The number of Medical Marijuana Cultivation Permits shall be limited to those that may be reasonably accommodated within the Cultivation Zone, as defined in B, above.

G. The Medical Marijuana Cultivation facility shall comply fully with all of the applicable restrictions and mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Cultivation facility shall comply with all size requirements for such facilities imposed by State law. The Medical Marijuana Cultivation facility shall not engage in any activities not allowed at cultivation facilities pursuant to State law.

The Medical Marijuana Cultivation facility shall comply with all horticultural, labeling, processing, and other standards required by State law.

H. There is no set restriction on the hours of operation of a Medical Marijuana Cultivation facility; however one may be established as a condition of approval of the Conditional Use Permit.

I. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

J. All Medical Marijuana Cultivation facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

K. Any Medical Marijuana Cultivation facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a “point of sale” within the City for sales tax purposes.

L. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Cultivation facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Cultivation facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

M. Signage for the Medical Marijuana Cultivation facility shall be limited to name of business only and in compliance with the City’s sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

N. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana Cultivation facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Cultivation facility.

O. Physician services shall not be provided on the premises. "Physician services" does not include social services, including

counseling, help with housing and meals, hospice and other care referrals which may be provided on site.

P. The building in which the Medical Marijuana Cultivation facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all requirements of state law pertaining to cultivation of marijuana as such state laws are amended is also required.

Q. The Medical Marijuana Cultivation facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Cultivation facility shall not be operated as a medical marijuana dispensary.

R. The operator of the facility shall provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Cultivation facility. The Medical Marijuana Cultivation facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police or planning departments.

S. Any and all Permits permitting the operation of a Medical Marijuana Cultivation facility shall be reviewed for compliance with this section every twelve (12) months after issuance to the Permitee. If permitee remains in good standing upon review, the permit continues indefinitely or until revoked by the City Manager for just cause.

T. The Permitee shall account for job creation in the City and shall commit to employing a workforce that resides in the City. A minimum of fifty percent (50%) of all employees employed by the Permitee at the cultivation facility, pursuant to this Permit, shall be residents of the City. Permitee shall use good faith efforts to comply with this subsection.

(2) Marijuana Cultivation Permit. Prior to initiating operations and as a continuing requisite to conducting operations, the legal representative of the persons wishing to obtain a Marijuana Cultivation Permit shall obtain said permit from the City Manager under the terms and conditions set forth in this Section. The legal representative shall file an application with the City Manager upon a form provided by the City and shall pay a filing

fee as established by resolution adopted by the City Council as amended from time to time. An application for a Marijuana Cultivation Permit shall include, but shall not be limited to, the following information:

A. An estimate of the size of the Indoor Medical Marijuana Cultivation facility.

B. The address of the location for which the Marijuana Cultivation Permit is sought.

C. A site plan and floor plan of the premises denoting all the use of areas on the premises, including storage, cultivation areas, lighting, signage, etc.

D. A security plan including the following measures:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 120 concurrent hours of digitally recorded documentation in a format approved by the City Manager. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and windows, and any other areas as determined by the City Manager;

2. The facility shall be alarmed with an alarm system that is operated and monitored by a recognized security company;

3. Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the cultivation facility;

4. The entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed; and

5. All windows on the building that houses the cultivation facility shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.

E. The name and address of any person who is managing or responsible for the Indoor Medical Marijuana Cultivation activities, and the names and addresses of any employees, if any, and a statement as to whether such person or persons has or have

been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received for such conviction(s).

F. The name and address of the owner and lessor of the real property upon which the Indoor Medical Marijuana Cultivation is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a Medical Marijuana Cultivation Facility will be operated on his/her property.

G. Authorization for the City Manager to seek verification of the information contained within the application.

H. Evidence that the Indoor Medical Marijuana Cultivation facility is organized in a legal structure compliant with all applicable laws of the State of California.

I. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

J. Any such additional and further information as is deemed necessary by the City Manager to administer this Section.

K. The City Manager shall conduct a background check of any applicant seeking a Permit, including any person who is managing or is otherwise responsible for the activities of the cultivation facility, and any employee at the cultivation facility ("Applicant's Agents"), and shall prepare a report on the acceptability of the applicant and the Applicant's Agents background and the suitability of the proposed location. Upon completing the review process, the City Manager may issue a Permit to any applicant that meets all the City requirements for said Permit, unless the City Manager finds that:

1. The applicant has made one or more false or misleading statements, or omissions on the application or during the application process;

2. The proposed Indoor Medical Marijuana Cultivation facility is not allowed by state or local law, statue, ordinance, or regulation, including this Code, at a particular location;

3. The applicant is not a Primary Caregiver or Qualified Patient or the legal representative of the Indoor Medical Marijuana Cultivation facility;

4. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility, or any employee, if any, has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, with the exception of marijuana related offenses for which the conviction occurred prior to passage of Compassionate Use Act. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of *nolo contendere*;

5. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has not satisfied each and every requirement of this Section.

L. Based on the information set forth in the application and the City Manager's report, the City Manager may impose reasonable terms and conditions on the proposed operations in addition to those specified in this Section.

M. The City Manager will accept applications for Medical Marijuana Cultivation Permits during a thirty (30) day period after adoption (Second Reading) of this Ordinance and shall continue indefinitely or until no space is available in the cultivation zone. Applications that have been determined to be qualified by the City Manager during the Application Period shall be considered by the City Manager for ultimate review and consideration. The City Manager shall rank all qualified applications in order of those that best satisfy the requirements of this Section and provide the highest level of service and opportunities for residents of the City based on the requirements of this Section and the following criteria: 1) the operations plan for the facility; 2) the security plan for the facility; 3) the experience of the operators of the facility; 4) the adequacy of capitalization for the facility and operation; and 5) the employment and other public benefits to the City. The City Manager may issue a reasonable number of Medical Marijuana Cultivation Permits, as determined by the City Manager, in his or her exclusive discretion, pursuant to the terms and conditions of this Ordinance, provided the number of Permits may be reasonably accommodated within the Cultivation Zone, as defined herein. Within thirty (30) days

after issuance of Medical Marijuana Cultivation Permits, the City Manager shall submit a written report to the City Council stating which applicants were issued Medical Marijuana Cultivation Permits.

N. The obligations of the Indoor Medical Marijuana Cultivation facility, including all on-going and continuing obligations required pursuant to any provision of this Section or as may be provided in any conditional approval of the City Manager, shall be set forth in a covenant running with the land or the leasehold interest, approved as to form by the City Attorney, and enforceable by the City. Such covenant shall also provide that the Indoor Medical Marijuana Cultivation facility shall annually provide to the City Manager an updated application containing the information contained in Subsection (d)(2)A-J. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, and expressly does not waive sovereign immunity, with respect to medical marijuana, or for the activities of any Indoor Medical Marijuana Cultivation facility. Upon receiving possession of a Medical Marijuana Cultivation Permit as provided in this Section, the facility shall:

1. Execute an Indemnification Agreement, prepared by the City, wherein, among other things, Permitee shall fully indemnity the City for any and all litigation that may arise in furtherance of this Ordinance;

2. Carry insurance in the amounts and of the types that are acceptable to the City Manager;

3. Name the City as an additionally insured;

4. Agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the issues of such approval; and

5. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

O. All Medical Marijuana Cultivation facilities shall be required to enter into an agreement with the City that fully reimburses the City for all costs of the City resulting from the existence of such facilities in the City and provides the City with revenue to offset

the potential deleterious effects of the location of Medical Marijuana Cultivation facilities within the jurisdiction of the City.

P. Enforcement

1. Recordings made by the security cameras shall be made available to the City Manager upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials;

2. The City Manager, or the City Manager's designee, shall have the right to enter the Indoor Medical Marijuana Cultivation facility from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this Section and all laws of the City and State of California;

3. Operation of the cultivation facility in non-compliance with any conditions of approval or standards of this Section shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this Code;

4. The City Manager may revoke a Medical Marijuana Cultivation Permit if any of the following, singularly or in combination, occur:

(a) The City Manager determines that the Indoor Medical Marijuana Cultivation facility has failed to comply with this Section, any condition or approval, or any agreement or covenant as required pursuant to this Section;

(b) Operations cease for more than 90 calendar days, including during change of ownership proceedings;

(c) Ownership of the Medical Marijuana Cultivation facility is changed or transferred to third party;

(d) The Indoor Medical Marijuana Cultivation facility fails to maintain 120 hours of security recordings; or

(e) The Indoor Medical Marijuana Cultivation facility fails to allow inspection of the security recordings, the activity logs, or of the premise by authorized City officials.

5. Any decision regarding the revocation of a Medical Marijuana Cultivation Permit may be appealed to an independent neutral, third party, appointed by the City Manager (the "Neutral"). Said appeal shall be made by a notice of appeal from the person appealing within thirty (30) days from the date of the decision. The appeal shall be accompanied by a fee, which shall be established by resolution of the City Council amended from time to time, and a written, verified declaration setting forth the basis for the claim that the Permit was improperly approved, denied, conditioned or revoked. The appeal decision rendered by the Neutral shall be binding upon the City and the appellant.

Q. Any and all permits, rights or entitlements permitting the operation of a Medical Marijuana Cultivation facility shall be reviewed for compliance with this section every twelve (12) months after issuance to the Permitee. If permitee remains in good standing upon review, the permit continues indefinitely or until revoked by the City Manager for just cause. Unless extended, upon the conclusion of the twelve (12) month review period, Medical Marijuana Cultivation facilities for the expired Permitee shall be a prohibited use and any rights obtained pursuant to this Section or any other rules or agreements shall cease as to the respective Permitee.

R. Medical Marijuana Cultivation Permit issued pursuant to this Section is not transferable to a third party by the applicant, under any circumstances.

S. Oversight Committee. The City shall create an Oversight Committee to oversee activities of the Permitee(s) to ensure that all applicable local, state, and federal laws are in compliance, and to assure that all restrictive covenants of this Ordinance are enforced, and that no illegal activity is conducted on the premises. The City's Oversight Committee shall have full authority to review all proposed applications, applicants, business proposals, financial resources, merit and overall business plan when deciding to which entities will receive the proposed Permit as outlined herein. The Oversight Committee shall be appointed by the City Council and shall consist of five (5) total members with one (1) member from code enforcement, one (1) member from planning, and three (3) at-large appointments. The City's Oversight Committee shall be assembled and shall take effect on or after January 1, 2016.

17.80.090 Medical Marijuana Research, Development and Processing

(a) The City intends to be on the forefront in the field of medical cannabis, research, development and processing thereof. The City seeks to be on the cutting-edge of the regulation, manufacturing and processing of medical marijuana through the issuance of a Medical Marijuana Research Development and Processing Permit to qualified applicants. In order to further establish and regulate quality and safety standards for the future regulation of medical marijuana processing, the City may approve qualified applicants for a Medical Marijuana Research Development and Processing Permit as follows:

(1) The purpose and intent of this Section is to regulate the research, development, processing and manufacturing of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

A. "Medical Marijuana Research Development and Processing Permit" means a permit to own, operate and manage a Medical Marijuana Research Development Processing facility for the purposes of research, development and processing of commercially available Cannabis infused edibles and vaporizable products.

(2) Medical Marijuana Research Development and Processing Standards. Medical Marijuana Research Development and Processing, within the City, shall be in conformance with the following standards:

A. Medical Marijuana Research Development and Processing shall only be considered upon application and approval of a Medical Marijuana Research Development and Processing Permit in accordance with the criteria and process set forth in this section.

B. Only those entities with a current City of Adelanto cultivation permit will be eligible for a Medical Marijuana Research Development and Processing Permit.

C. Marijuana Research Development and Processing is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park (the "Cultivation Zone"). No Medical Marijuana Research Development and Processing facility shall be established, developed, or operated within two thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Research Development and Processing facility is, or

will be located, to the nearest property line of those uses described in this Subsection.

D. Medical Marijuana Research Development and Processing is allowed only within fully enclosed and secure structures inaccessible to minors.

E. Medical Marijuana Research Development and Processing shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

F. From a public right-of-way, there shall be no exterior evidence of Medical Marijuana Research Development and Processing.

G. Medical Marijuana Research Development and Processing shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

H. The number of Medical Marijuana Research Development and Processing Permits shall be limited to those that may be reasonably accommodated within the Cultivation Zone, as defined in C, above.

I. The Medical Marijuana Research Development and Processing facility shall comply fully with all of the applicable restrictions and mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Research Development and Processing facility shall comply with all size requirements for such facilities imposed by State law. The Medical Marijuana Research Development and Processing facility shall not engage in any activities not allowed at Medical Marijuana Research Development and Processing facilities pursuant to State law. The Medical Marijuana Research Development and Processing facility shall comply with all manufacturing, labeling, processing, and other standards required by State law.

J. There is no set restriction on the hours of operation of a Medical Marijuana Research Development and Processing facility; however these restrictions, and others, may be established as a condition of approval of the Conditional Use Permit.

K. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

L. All Medical Marijuana Research Development and Processing facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

M. Any Medical Marijuana Research Development and Processing facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a "point of sale" within the City for sales tax purposes.

N. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Research Development and Processing facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Research Development and Processing facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

O. Signage for the Medical Marijuana Research Development and Processing facility shall be limited to name of business only and in compliance with the City's sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

P. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana Research Development and Processing facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Research Development and Processing facility.

Q. Physician services shall not be provided on the premises. "Physician services" includes, but is not limited to, social services, including counseling, help with housing and meals, hospice and other care referrals which may not be provided on site.

R. The building in which the Medical Marijuana Research Development and Processing facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all

requirements of state law pertaining to research development and processing/manufacturing of marijuana as such state laws are amended is also required.

S. The Medical Marijuana Research Development and Processing facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Research Development and Processing facility shall not be operated as a medical marijuana dispensary.

T. The operator of the facility shall provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Research Development and Processing facility. The Medical Marijuana Research Development and Processing facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police or planning departments.

U. Any and all permits, rights or entitlements permitting the operation of a Medical Marijuana Research Development and Processing facility shall be reviewed for compliance with this section every twelve (12) months after issuance to the Permitee. If permitee remains in good standing upon review, the permit continues indefinitely or until revoked by the City Manager for just cause. Unless extended, upon the conclusion of the twelve (12) month review period, Medical Marijuana Research Development and Processing facilities for the expired Permitee shall be a prohibited use and any rights obtained pursuant to this Section or any other rules or agreements shall cease as to the respective Permitee..

V. Permitee shall account for job creation in the City and shall commit to employing a workforce that resides in the City. A minimum of fifty percent (50%) of all employees employed by the Permitee at the processing facility, pursuant to this Permit, shall be residents of the City. Permitee shall use good faith efforts to comply with this subsection.

W. A Medical Marijuana Research Development and Processing facility may be located within the same building or structure as a Medical Marijuana Cultivation facility, only if the Medical Marijuana Processing facility is located in separate room(s) of the facility, and only if the Medical Marijuana Research Development and Processing facility has its own, separate entrance.

X. A Medical Marijuana Research Development and Processing facility must employ full time quality control personnel. For any edible products, the Permitee must establish Standard Operating Procedures and Batch Records that comply with current Good Manufacturing Practices for food products, as outlined by the California Department of Public Health and the Food and Drug Administration.

Y. All finished products produced by a Medical Marijuana Research Development and Processing facility must be labeled in compliance with the labeling requirements outlined by the California Department of Public Health, as well as comply with any applicable Marijuana specific labeling requirements established by California Medical Marijuana statutes or codes.

Z. All finished products produced by a Medical Marijuana Research Development and Processing facility must be packaged in child resistant containers, prior to becoming commercially available and, therefore, leaving the facility.

AA. All batches of final product must be tested by a third party laboratory for potency of cannabinoids, residual solvents, mold, pesticides, and any other contaminants as may be outlined in California Medical Marijuana statues or codes. In the event that the State of California requires testing by a State certified laboratory, the Permitee shall comply with such regulation.

BB. A Medical Marijuana Research Development and Processing facility may only use solvents, which have been approved by the Food and Drug Administration for the processing or preparation of botanical, dietary supplements or food grade products.

CC. All processing or analytical testing devises used in a Medical Marijuana Research Development and Processing facility must be UL listed, or otherwise approved for the intended use by the local Building Department and/or Fire Department. Any processing devices using only non-pressurized water are exempt from such approval.

DD. Any processing device used in a Medical Marijuana Research Development and Processing facility, which utilized hydrocarbons or otherwise flammable solvents, must operate in a closed loop or in such a way that all solvent material is recovered in the process. All hazardous material must be disposed of in a manner which is compliant with all local, state, and federal guidelines for the disposal of hazardous materials.

EE. All Medical Marijuana Research Development and Processing facilities shall be required to enter into an agreement with the City that fully reimburses the City for all costs of the City resulting from the existence of such facilities in the City and provides the City with revenue to offset the potential deleterious effects of the location of Medical Marijuana Research Development and Processing facilities within the jurisdiction of the City.

(3) Medical Marijuana Research Development and Processing Permit. Prior to initiating operations and as a continuing requisite to conducting operations, the legal representative of the persons wishing to obtain a Medical Marijuana Research Development and Processing Permit shall obtain said permit from the City Manager under the terms and conditions set forth in this Section. The legal representative shall file an application with the City Manager upon a form provided by the City and shall pay a filing fee as established by resolution adopted by the City Council as amended from time to time. An application for a Medical Marijuana Research Development and Processing Permit shall include, but shall not be limited to, the following information:

A. An estimate of the size of the Medical Marijuana Research Development and Processing facility.

B. The address of the location for which the Medical Marijuana Research Development and Processing Permit is sought.

C. A site plan and floor plan of the premises denoting all the use of areas on the premises, including storage, processing areas, lighting, signage, etc.

D. A security plan including the following measures:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 120 concurrent hours of digitally recorded documentation in a format approved by the City Manager. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and windows, and any other areas as determined by the City Manager;

2. The facility shall be alarmed with an alarm system that is operated and monitored by a recognized security company;

3. Entrance to the processing area and any storage areas shall be locked at all times, and under the control of staff of the processing facility;

4. The entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed; and

5. All windows on the building that houses the processing facility shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.

E. The name and address of any person who is managing or responsible for the Medical Marijuana Research Development and Processing activities, and the names and addresses of any employees, if any, and a statement as to whether such person or persons has or have been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received for such conviction(s).

F. The name and address of the owner and lessor of the real property upon which the Indoor Medical Marijuana Research Development and Processing is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a Medical Marijuana Research Development and Processing Facility will be operated on his/her property.

G. Authorization for the City Manager to seek verification of the information contained within the application.

H. Evidence that the Indoor Medical Marijuana Research Development and Processing facility is organized in a legal structure compliant with all applicable laws of the State of California.

I. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

J. Any such additional and further information as is deemed necessary by the City Manager to administer this Section.

K. The City Manager shall conduct a background check of any applicant seeking a Permit, including any person who is managing or is otherwise responsible for the activities of the Medical Marijuana Research Development and Processing facility, and any employee at the Medical Marijuana Research Development and Processing facility ("Applicant's Agents"), and shall prepare a

report on the acceptability of the applicant and the Applicant's Agents background and the suitability of the proposed location. Upon completing the review process, the City Manager may issue a Permit to any applicant that meets all the City requirements for said Permit, unless the City Manager finds that:

1. The applicant has made one or more false or misleading statements, or omissions on the application or during the application process;

2. The proposed Medical Marijuana Research Development and Processing facility is not allowed by state or local law, statue, ordinance, or regulation, including this Code, at a particular location;

3. The applicant is not a Primary Caregiver or Qualified Patient or the legal representative of the Medical Marijuana Research Development and Processing facility;

4. The applicant, or any person who is managing or is otherwise responsible for the activities of the Medical Marijuana Research Development and Processing facility, or any employee, if any, has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, with the exception of marijuana related offenses for which the conviction occurred prior to passage of Compassionate Use Act. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of *nolo contendere*;

5. The applicant, or any person who is managing or is otherwise responsible for the activities of the Medical Marijuana Research Development and Processing facility has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has not satisfied each and every requirement of this Section.

L. Based on the information set forth in the application and the City Manager's report, the City Manager may impose reasonable terms and conditions on the proposed operations in addition to those specified in this Section.

M. The City Manager will accept applications for Medical Marijuana Research Development and Processing Permits during a thirty (30)

day period after adoption (Second Reading) of this Ordinance and shall continue indefinitely or until no space is available in the cultivation zone. Applications that have been determined to be qualified by the City Manager during the Application Period shall be considered by the City Manager for ultimate review and consideration. The City Manager shall rank all qualified applications in order of those that best satisfy the requirements of this Section and provide the highest level of service and opportunities for residents of the City based on the requirements of this Section and the following criteria: 1) the operations plan for the facility; 2) the security plan for the facility; 3) the experience of the operators of the facility; 4) the adequacy of capitalization for the facility and operation; and 5) the employment and other public benefits to the City. The City Manager may issue a reasonable number of Medical Marijuana Research Development and Processing Permits, as determined by the City Manager, in his or her exclusive discretion, pursuant to the terms and conditions of this Ordinance, provided the number of Permits may be reasonably accommodated within the Cultivation Zone, as defined herein. Within thirty (30) days after issuance of Medical Marijuana Research Development and Processing Permits, the City Manager shall submit a written report to the City Council stating which applicants were issued Medical Marijuana Research Development and Processing Permits.

N. The obligations of the Medical Marijuana Research Development and Processing facility, including all on-going and continuing obligations required pursuant to any provision of this Section or as may be provided in any conditional approval of the City Manager, shall be set forth in a covenant running with the land or the leasehold interest, approved as to form by the City Attorney, and enforceable by the City. Such covenant shall also provide that the Medical Marijuana Research Development and Processing facility shall annually provide to the City Manager an updated application containing the information contained in Subsection (d)(2)A-J. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, and expressly does not waive sovereign immunity, with respect to medical marijuana, or for the activities of any Medical Marijuana Research Development and Processing facility. Upon receiving possession of a Medical Marijuana Research Development and Processing Permit as provided in this Section, the facility shall:

1. Execute an Indemnification Agreement, prepared by the City, wherein, among other things, Permitee shall fully indemnity the City for any and all litigation that may arise in furtherance of this Ordinance;

2. Carry insurance in the amounts and of the types that are acceptable to the City Manager;

3. Name the City as an additionally insured;

4. Agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the issues of such approval; and

5. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

O. Enforcement

1. Recordings made by the security cameras shall be made available to the City Manager upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials;

2. The City Manager, or the City Manager's designee, shall have the right to enter the Medical Marijuana Research Development and Processing facility from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this Section and all laws of the City and State of California;

3. Operation of the Medical Marijuana Research Development and Processing facility in non-compliance with any conditions of approval or standards of this Section shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this Code;

4. The City Manager may revoke a Medical Marijuana Research Development and Processing Permit if any of the following, singularly or in combination, occur:

(a) The City Manager determines that the Medical Marijuana Research Development and Processing facility has failed to comply with this Section, any condition or approval, or any agreement or covenant as required pursuant to this Section;

(b) Operations cease for more than 90 calendar days, including during change of ownership proceedings;

(c) Ownership of the Medical Marijuana Research Development and Processing facility is changed or transferred to third party;

(d) The Medical Marijuana Research Development and Processing facility fails to maintain 120 hours of security recordings; or

(e) The Medical Marijuana Research Development and Processing facility fails to allow inspection of the security recordings, the activity logs, or of the premise by authorized City officials.

5. Any decision regarding the revocation of a Medical Marijuana Research Development and Processing Permit may be appealed to an independent neutral, third party, appointed by the City Manager (the "Neutral"). Said appeal shall be made by a notice of appeal from the person appealing within thirty (30) days from the date of the decision. The appeal shall be accompanied by a fee, which shall be established by resolution of the City Council amended from time to time, and a written, verified declaration setting forth the basis for the claim that the Permit was improperly approved, denied, conditioned or revoked. The appeal decision rendered by the Neutral shall be binding upon the City and the appellant.

P. Medical Marijuana Research Development and Processing Permit issued pursuant to this Section is not transferable to a third party by the applicant, under any circumstances.

Appendix A: Regulation of Uses by Zoning District

KEY:
P = Use permitted by right with Location and Development Plan Approval (subject to all local, State, and other applicable Code requirements)
C = Use requires Conditional Use Permit (Chapter 17.30 Adelanto Zoning Code)
Cm = Use Requires a Minor Conditional Use Permit (Chapter 17.30 Adelanto Zoning Code)
A = Use permitted as accessory use only (when such use is directly related to the primary use)
T = Use permitted as temporary use only (see Chapter 17.75)

Residential Zoning Districts:	Commercial and Mixed Use Zoning Districts:	Business Park and Manufacturing Zoning Districts	Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts
DL-9 = Desert Living 1 unit/9 acres	C = General Commercial	LM = Light Manufacturing	PU=Public Utility
DL-5 = Desert Living 1 unit/5 acres	MU = Mixed Use	MI = Manufacturing Industrial	PF = Public Facility
DL-2.5 = Desert Living 1 unit/2.5 acres		ADD = Airport Development District	OS = Open Space
R-S1 = Single Family Residential		BP = Business Park	DE = Greenbelt Corridor: Drainage Easement
R1-.5 = Single Family Residential (1/2 Acre)			UE = Greenbelt Corridor: Utility Easement
R1 = Single Family Residential			
R-S5 = Single Family Residential			
R3-8 = Medium Density Residential			
R-M12 = Medium Density Residential			

Residential R3-30 =
High Density
Residential

AP = Airport Park

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
AGRICULTURAL PRODUCTION and ANIMAL SERVICES[7]																				
Animal Keeping (subject to provisions of Title 7- Animals)[11]	A	A	A	A	A	A	A	A	A											
Animal Shelter (on lots greater than 2.5 acres only)									Cm			C	C	C	C					
Feed and Grain Sales	C										P	P	P							
Horses (Boarding and Raising as a Business), Kennels (subject to provisions of Title 7- Animals on lots greater than 2.5 acres only)	C																			
Taxidermist												P	P	P						
Veterinarian/Veterinary Hospital/Pet Grooming	C									P	P	P	P	P	P					
Medical Marijuana Cultivation[12]													C							
Medical Marijuana Research Development and Processing[12]													C							
RESIDENTIAL																				
Bed and Breakfast	P					P	P		P	P	P									
Dwelling Unit, Multiple Family, Two-Family (Duplex), Condominium						P	P	P		P										
Dwelling Unit, Single-Family (detached)	P	P	P	P	P		P		P									P		
Dwelling Unit - Second Units/Dependent Housing/Granny Flats	P	P	P	P	P	P	P		P											
Day Care Center, Adult Day Health and Child Care (Subject to California Department of Social Services:	C		C		C	C	C	C		C	C				C	C	C			
Day Care Home, Large Family (14 or fewer children), (Subject to California	C	C	C	C	C	C	C	C												

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Department of Social Services)																				
Day Care Home, Small Family (8 or fewer children) (Subject to California Department of Social Services)	P	P	P	P	P	P	P	P		C										
Group Homes not licensed by the State with 2 or more residents	C	C	C	C	C															
Single Room Occupancy Facilities	P	P	P	P	P	P	P	P		P										
Transitional and Supportive Housing	P	P	P	P	P	P	P	P		P										
Emergency and Homeless Shelters	P											C	C	C						
Residential Care Facility (7 or more persons)	C	C	C	C	C	C	C													
Residential Care Facility for 6 or fewer persons (includes facilities licensed and/or controlled by California Department of Social Services)	P	P	P	P	P	P	P	P												
Home Occupation (Use allowed subject to Chapter 17.95)	A	A	A	A	A	A	A	A	A	A										
Fraternal/Sorority Hall, Rooming										P	P	C	C							
Manufactured Home, Mobile Home (includes individual unit placed in a residential subdivision)	P	P	P	P	P				P											
Manufactured/Mobile Home Parks	C																			
Mobile Homes Sales											P	P								
Model Home	T	T	T	T	T	T	T	T												
Game Courts (Badminton/Tennis/Racquetball/Other) and Swimming Pool, Private	A	A	A	A	A	A	A	A												
INSTITUTIONAL																				
Educational																				

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Education Institution (including private, commercial, and vocational schools, **card room related training only)									C1	C	C	C	C		P					
Education Institution, Public (Subject to LDP approval)	P	P	P	P	P	P	P				P	P			P	P	P			
Prisons/Correctional Facilities												C	C		C					
Medical																				
Chiropractic/Physical Therapy Office										P	P	P			P					
Hospitals and Clinics										P	C	C		C	P	C	C			
Medical/Dental Offices										P	P	P	P	P	P					
Laboratories, Medical and Dental											C	P	P	P	P					
Pharmacy (see also Drugstore)[2, 9]										P	P	P			P					
Convalescent Hospital, Skilled Nursing Facility	C	C	C	C	C	C	C	C			P									
Public																				
Conference or Convention Centers										P		C	C	C	C	P	C			
Parks, Plazas and Trails	P	P	P	P	P	P	P			P					P		P	P	P	P
Visitor Centers										P	P									
Religious/Non-Profit																				
Churches, Temples, other religious institutions, non-profits (except administrative offices- see Offices). In residential zones, vehicular access shall be only from major arterial or major collector as designated in the General Plan Circulation Element.	C	C	C	C	C	C	C	C		C	P	P		C	C	C	C			
COMMERCIAL																				
Alcoholic Beverage Establishments																				

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Alcoholic Beverage Onsite Sales in establishments open to persons over the legal drinking age exclusively, not allowed within 1,000 feet of any residential zoning district or residential use, churches, parks, and/or educational institutions[3]										C										
Alcoholic Beverage Onsite Sales in establishments open to persons over the legal drinking age exclusively, more than 1,000 feet from any residential zoning district or residential use, churches, parks, and/or educational institutions[3]										C	C	C	C	C	C	C				
Alcoholic Beverage Onsite Sales as part of a bona fide sit down (non-age-restricted) restaurant[3]										P	P	P	P	P	P	P				
Alcoholic Beverage Offsite Sales within a supermarket or drug store[2,3,9]										P	P	P	P	P	P	P				
Alcoholic Beverage Offsite Sales in any store other than a supermarket or drug store[2,3,9]										C	C	C	C	C	C	C				
Wineries[3]	C											P	P	P						
Automobile, Vehicle Rentals and Sales Related Uses																				
Automobile Auction												C	C	C						
Automobiles/Recreational Vehicles/Boats/Motorcycles/Trucks[4], Sales- New & Used, and Rentals											P	P	P	P						
Service Station/Gas Station (Petroleum Products), including automobile service and Car Wash[4,9]											C	P	P	P						
Parking Lot and Parking Garages, Public[4]										C	P	P	P	P	C					

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Automobile, Vehicle Service and Repair																				
Automobile Accessory Sales and Installation, including parts supply (No overnight outside storage or parking; body work prohibited)[4,6]											P	P	P	P						
Automobile Service (Lubrication, Tune-ups, emission tests, batteries, mufflers, etc. No use of impact wrenches or other equipment that could create noise impacts; No overnight outside storage or parking; Paint, body work, upholstery prohibited)[4,6]											C	P	P	P						
Automobile Minor Repair (Brakes, tires, radiators, electrical, etc. No overnight outside storage or parking; Paint, body work, upholstery prohibited)[4,6l]											C	P	P	P						
Automobile Paint, Body, and Upholstery Shops[4,6]												C	C	C						
Communications/Utilities Distribution and Transmission																				
Cellular, Microwave Antenna/Towers and related equipment buildings[8]										C	C	C	C	C	C	C	C	C		C
Gas Distribution, Meter, and Control Station												P	P	P			P			C
Electricity Distribution & Transmission Substation (<5,000 SF)	C	C	C	C	C	C	C	C	C		P	P	P	P		P	P	C		C
Electricity Distribution & Transmission Substation (>5,000 SF)											C	C	C	C			C	C		C
Power Generating Facilities, Solar Energy and/or Wind Energy Conversion Systems >500 Kw [10]												C	C	C				C		C
Solar Energy and/or Wind Energy Conversion Systems <500 Kw						Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	C		Cm

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Solar Energy and/or Wind Energy Conversion Systems <25 Kw	P	P	P	P	P	P	P	P	P	P								C		
Radio/Television Broadcasting Studios (including Recording Studios)										P	P	P	P	P	P	A	A			
Telephone Repeater Stations	C	C	C	C	C	C	C	C		C	P	P	P	C	C	P	C			C
Eating and Drinking Establishments																				
Bakery, Coffeehouse, Delicatessen, Ice Cream Parlor, and other similar eating establishments[2]									C	P	P	P	P	P	P	P				
Catering Service									C	P	P	P	P	P	P					
Nightclubs/Taverns/Bars[3,9]										C	C	C			C					
Restaurant, No Alcohol Sales									C	P	P	P	P	P	P		P			
Restaurant, Drive-Thru[2], no alcohol sales									C		C	C	C	C						
Restaurant, with Alcohol Sales[3]	See " Alcoholic Beverage Onsite Sales"																			
Entertainment/Recreation																				
Adult Business (subject to Adult Business Ordinance)													C							
Amusement Park, Entertainment Center (including Arcade, Live Theater, Bowling, Ice and Roller Skating, Indoor Soccer and Hockey Arena)										C	C	C	C			C				
Billiard/Pool Hall[9]										C	C	C		C						
Batting Cages, Indoor or Outdoor											P	P	P	P		P				
Card Rooms[9]										C	C									
Carnival, Circus, or Fair										T	T	T	T	T		T	T			
Club - Athletic, Health, or Recreation (including Dance Studios)										P	P	P	P	P	P	P				
Dance Hall/Dance Club										C	C	C	C	C						

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Game Courts, Commercial										P	P	P	P	P	P	P	P			C
Golf Course and Driving Range, Clubhouse, Country Club	C	C	C	C	C	C	C				C	C		C			C			C
Movie Theater										P	P									
Shooting Range, Indoor and Outdoor (outdoor ranges prohibited in the C and OS)											C	C	C				C			C
Stable, Public (Boarding/Riding) and Private - Boarding allowed as accessory use in DL	P								A								C			C
Food and Beverage Stores																				
Convenience Market, Health Food Store[2,3,9]									C	P	P	P			P					
Drug store[2,3,9]										P	P	P								
Grocery Store, Retail, Discount, and Club Stores[2,3,9]										P	P	P	P	P						
General Merchandise Stores																				
Department Store, Specialty Stores										P	P									
Discount Stores, Home Improvement Center										P	P	P								
Lodging																				
Hotel, Motel *(more than 50 rooms requires a CUP)										P	P*	P			P					
Recreational Vehicle Park and Campgrounds												C	C							C
Offices																				
Administrative, Professional, and Other Related Offices										P	P	P	A	A	P	A				
Financial Institutions (Banks, Credit Unions, Check Cashing, Pay Advance,										P	P	P	P	P	P					

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Money Transfer, etc.)[2]																				
Business Services																				
Copy Services, Postal Services, and Parcel Delivery Service										P	P	P	P	P	P					
Personal Services[7]																				
Barber/Beauty Shop/Cosmetologist/Massage Parlor/ Acupuncturist										P	P	P								
Cemetery/Mausoleums	C																			C
Dressmaker/Tailor Shop										P	P	P			P					
Dry Cleaner (Storefront Type); Laundry Service[2]										P	P	P		P	P					
Funeral Parlor, Mortuary										C	C	P		P						
Repair and Maintenance Services[7]																				
Shoe and Watch Repair/Sales, Locksmith										P	P	P	P	P	P		A			
Janitorial Service, Pest Control Service										P	P	P	P	P	P					
Retail[7]																				
Temporary Uses and Structures (Subject to Section 17.75)	T									T	T	T	T	T	T	T	T			
General Retail Sales (including the following: Antiques, Appliance Sales/Repairs; Art Gallery/Supplies; Books/Music; Clothing/Accessories; Costumes; Coins/Collectables; Food Products; Glass Shops/Studios; Hardware; Hobby, Gift, and Floral Shops; Home Improvement Goods/Home Furnishings; Medical Supplies; Newsstands; Nursery/Garden								C[1]	C[1]	P	P	P	P	P	C	A				

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Equipment; Office Equipment/Supplies; Pet Shop; Photography Studio/Photofinishing; Sporting Goods; Toy Stores[9]																				
Pawnshop, Secondhand Store										P	P	P								
INDUSTRIAL[7]																				
Ambulance Service												P	P							
Printing, Publishing, Bookbinding (including Lithographic and Newspaper Printing)										P		P	P	P	P					
Recreational Vehicle Repair, Supplies									C[1]			P	P	P						
Laboratories, Chemical, Research, and Testing												C	C	C	C					
Machine/Sheet Metal Shop, Metal Engraving, Silk Screen Shop									C[1]	C		P	P	P	P					
Industrial/Heavy Equipment, Sales, Service, and Rental (including, but not limited to Construction Equipment; Refrigeration; Vending Machines)												C	P	P						
Junk, Salvage, Vehicle Wrecking, and Impound Yard													C	C						
Outdoor Storage, as a Primary use												C	C	C						
Recycling Facilities, Commercial												C	C	C						
Recycling Facilities, Public (collection only)											P	C	C	C			C			
Sanitary Landfill, Waste Haulers, Material Recovery Facility													C							
Sewage Treatment Plant													P	P			C			C
Upholstery Shop, Welding Shop									C[1]			P	P	P						

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Construction[7]																				
Building Materials/Lumber/Plumbing Supply Yard												P	P	P						
Construction Office (on the same site as the construction activity)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			
Contractor Storage Yard, Machinery Storage Yard			T									C	C	C						
Horticultural (Landscape and Gardening) Services	C									P	P	P	P	P						
Manufacture and Wholesale[7]																				
Assembly, Manufacturing (Including food and beverage production and processing), Restoration of Goods; Except Tires									C[1]			P	P	P	C					
Batch plants, aggregate products and other similar manufacturing uses													C	C						
Dry Cleaning Plant, Large-Scale Commercial Type												P	P	P						
Oil Exploration, Drilling, and Production (Limited to areas w/minimum lot size)														C						
Sand and Gravel Pit, subject to Surface Materials and Reclamation Act (SMARA)													C	C						
Swap Meet[9]										T	T	C	C	C		T	T			
Wholesale Businesses (Including Electrical, Mechanical, Carpentry, Cabinetry)									C[1]	C		P	P	P	C					
Warehouse/Distribution/Storage/Transportation[7]																				
Transfer, Moving, and Storage												C	C	C						
Truck Terminals (includes Freight to Freight, Cross Dock, Parcel Delivery													C	C						

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Terminals), Truck Parking																				
Truck and Trailer (and similar heavy transportation equipment) Sales, Repair (all repair to be conducted entirely within an enclosed building)[5]									C[1]			C	C	C						
Mini-Warehouse/Storage Facilities/Recreational Vehicle Storage (in AP zone - Aviation hangar less than 10,000 square feet is a permitted use, over 10,000 square feet requires a CUP), may include one (1) caretaker unit.									C[1]			C	C	C						
Warehouse/Distribution, Cold Storage (in AP zone - Aviation hangar less than 10,000 square feet is a permitted use, over 10,000 square feet requires a CUP)									C[1]			P	P	P	C					

Note: Uses not shown above as Permitted, Conditionally Permitted, Accessory, or Temporary are prohibited in the zoning district as determined by the Director of Planning or their designee.

Footnotes:

1. Aviation/Aircraft related uses only in the AP zone
2. Drive-thru requires Conditional Use Permit (CUP). A minor Conditional Use Permit (CUPm) may be allowed under certain circumstances, see Chapter 17.25.
3. Use allowed subject to Chapter 17.25.
4. Light duty trucks, less than 2 ton carrying capacity.
5. Heavy duty trucks, greater than 2 tons carrying capacity.
6. All uses shall be conducted in a fully enclosed building.
7. Sales, storage, or use, of any materials classified as toxic or hazardous by either the federal or state government as a substantial part of the total use shall require a CUP, as shall the parking or storage of vehicles used to carry such materials.
8. Co-location and wall antennas require LDPm/CUPm when placed on existing structures per Code, all other proposals require review and approval of an LDP/CUP.
9. No tobacco retailer shall be permitted to sell, donate, distribute, or deliver to any person(s) tobacco products within 1,000 feet of any playground, church, public library, school, or any childcare facility or similar entity providing structured, organized care for youth; see Section 17.80.040.
10. Power Generating Facilities, Solar Energy and/or Wind Energy Conversion Systems >500 Kw are allowed in all zones west of Richardson Road and/or north of Calleja Avenue with approval of a LDP/CUP.
11. Until referenced to R3-30 is included in Title 7 of the Municipal Code, Animal Keeping shall be allowed in the R3-30- district the same as is allowed in the R3-8 district.
12. Only allowed in the Industrial Parks.

PLANNING COMMISSION AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: March 29, 2016

TO: Honorable Chairman and Members of the Planning Commission

FROM: Mark de Manincor, Senior Planner

SUBJECT: **Code Amendment 16-02** Proposed amendment to Title 17 of the Adelanto Municipal Code adding Section 17.80.090, and amending the Table of Contents and Appendix A relating to Medical Marijuana Research, Development and Processing.

STAFF RECOMMENDATION:

Adopt Resolution P-16-07 recommending to the City Council Approval of Code Amendment 16-02 in reference to the Draft Ordinance for the Research, Development and Processing of Medical Marijuana.

OR

Adopt Resolution P-16-08 recommending to the City Council Denial of Code Amendment 16-02 in reference to the Draft Ordinance for the Research, Development and Processing of Medical Marijuana.

BACKGROUND:

Both federal and California laws generally prohibit the use, possession, cultivation, transportation, and furnishing of marijuana. The federal Controlled Substances Act (21 U.S.C. § 801 *et seq.*) prohibits, except for certain research purposes, the possession, distribution, and manufacture of marijuana. California law is similar. (Health and Safety Code, § 11357 *et seq.*)

However, California statutes such as the Compassionate Use Act of 1996 (Health and Safety Code, § 11362.5 added by Proposition 15) and the Medical Marijuana Program (Health and Safety Code § 11362.7 *et seq.*) have removed certain state law obstacles from the ability of qualified patients to obtain and use marijuana for legitimate medical purposes. On the federal level, there has likewise been a recent unwillingness to enforce federal laws pertaining to medical marijuana.

Notwithstanding the ability under California law for medical marijuana dispensaries to operate, the law is clear that cities have the ability to independently ban medical marijuana dispensaries within the city. (*City of Riverside v. Inland Empire Patient Health and Wellness Center* (2013) 51 Cal.4th 729.) Indeed, the City of Adelanto does not allow medical marijuana dispensaries within the City. (Adelanto

Municipal Code, § 17.80.050.) It has been the policy of the City to vigorously enforce the ban on dispensaries within the City.

Prior City Council Agendized Discussions On Medical Marijuana

The City Council has had multiple prior Council meeting discussions pertaining to medical marijuana and reviewed draft ordinances on both dispensaries and research/cultivation. The Council has approved the Cultivation of Medical Marijuana in the Industrial Parks in the Industrial Zone. The Council now wishes to address, Research Development and Processing of Medical Marijuana. Attached to the staff report is a draft ordinance pertaining to Research, Development and Processing. This ordinance is not in final form and is for discussion purposes only, and may be revised as directed by the Planning Commission.

For the medical marijuana research, development and processing ordinance, potential requirements that have been discussed include: allowing facilities only in the Industrial Park, establishing fees, requiring all signage to be benign in nature such as simply the name of the organization, limiting the duration for any facility to twelve months with an option to continue indefinitely if operator remains in good standing, no restrictions on the hours of operation in the ordinance, having any size limitation on the facility be established by the required conditional use permit rather than the ordinance and limitations on the number of operators.

ENVIRONMENTAL IMPACT

The project is considered Exempt pursuant to Section 15061 (b) (3) of the California Environmental Quality Act as the project will not have a significant effect on the environment.

FISCAL IMPACT:

Permitting fees are proposed to cover potential expenses incurred by the City.

ATTACHMENTS:

1. Resolution 16-07
2. Resolution 16-08
3. Draft Research Development and Processing Ordinance
4. Draft Table of Contents
5. Draft Chapter 17.80
6. Draft Appendix A

RESOLUTION NO. P-16-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ADELANTO, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, FINDING THE APPROVAL OF CODE AMENDMENT 16-02 EXEMPT PURSUANT TO SECTION 15061 (B) (3) REVIEW FOR EXEMPTIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AS THE CODE AMENDMENT WILL NOT CAUSE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AND RECOMMENDING TO THE CITY COUNCIL ADOPTION OF CODE AMENDMENT 16-02 TO AMEND TITLE 17, ADDING SECTION 17.80.090, AMENDING THE TABLE OF CONTENTS AND APPENDIX A OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA RESEARCH DEVELOPMENT AND PROCESSING.

WHEREAS, the City of Adelanto adopted, Title 17 as part of the City of Adelanto Municipal Code establishing among other things the regulation of Land Uses; and

WHEREAS, a duly noticed public hearing was held before the Planning Commission on the 29th day of March, 2016; to hear public testimony and consider the proposal; and

WHEREAS, the City has complied with the California Environmental Quality Act.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF ADELANTO HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. The Planning Commission has reviewed and considered the information included in the General Plan, staff reports for the public hearing, and public testimony prior to taking action on the proposed Code Amendment. This information is on file and available at the Community Development Department at the City Hall of the City of Adelanto.

Section 3. The Planning Commission finds and determines that the adoption of Code Amendment 16-02 exempt pursuant to Section 15061 (b) (3) Review for Exemptions of the California Environmental Quality Act because the Code Amendment will not cause a significant effect on the environment and the Planning Commission determinations reflect the independent judgment of the Planning Commission.

Section 4. The Planning Commission hereby further finds and determines that the City has followed the procedures for Ordinance Amendments as set forth in the California Government Code.

Section 5. The Planning Commission hereby finds and determines:

a) That the proposed amendment is in the public interest, and that there will be a community benefit resulting from the amendment;

The amendment is in compliance with State Law and benefits Medical Marijuana patients and is in the public interest and will result in a community benefit.

b) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan.

The amendment benefits the community which is consistent with the General Plan.

c) That the proposed amendment will not conflict with provisions of the Zoning Code, subdivision regulations, or any applicable specific plan; and

The proposed amendment is consistent with the Zoning Code, subdivision regulations and any specific plan.

d) In the event that the proposed amendment is a change to the land use policy map that the amendment will not adversely affect surrounding properties.

The proposed amendment is not a change to the land use policy map.

Section 6. The Planning Commission of the City of Adelanto hereby recommends to the City Council adoption of Code Amendment 16-02.

Attachments:
Draft Ordinance 545
Draft Table of Contents
Draft Special Use Standards
Draft Appendix A

PASSED, APPROVED AND ADOPTED this 29th day of March, 2016.

_____
Chris Waggener
Chairman to the Planning Commission

_____
Virginia Cervantes
Secretary to the Planning Commission

I, Virginia Cervantes, Planning Secretary for the Planning Commission of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. P-16-07 was duly and regularly adopted at a regular meeting of the Planning Commission of the City of Adelanto on the 29th day of March, 2016, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 29th day of March, 2016.

_____
Virginia Cervantes
Secretary to the Planning Commission

ORDINANCE NO. 545

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, ADDING SECTION 17.80.090 OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA RESEARCH, DEVELOPMENT AND PROCESSING

WHEREAS, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, and to ensure that patients and their primary caregivers who obtain and use marijuana for medical purposes upon the recommendation of a physician are not thereby subject to criminal prosecution or sanction. The Act further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The State enacted SB 420 in 2004 (codified as Health and Safety Code Section 11362.7 et seq.) to clarify the scope of The Compassionate Use Act of 1996, facilitate the prompt identification of qualified patients and primary caregivers, avoid unnecessary arrest and prosecution of these individuals, provide needed guidance to law enforcement officers, promote uniform and consistent application of the Act, and enhance the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects and to allow local governing bodies to adopt and enforce rules and regulations consistent with SB 420; and

WHEREAS, Health and Safety Code section 11362.83 provides that local governments are free to adopt laws that are consistent with State law, and as such, it is up to each jurisdiction to decide if it will allow medical cannabis cooperatives or collectives, in what zones, and under what regulations; and

WHEREAS, In August 2008, the Attorney General of the State of California set forth Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use ("Guidelines") which Guidelines affirm the legality of medical marijuana dispensaries under California law, but make clear that such entities cannot be operated for profit, may not purchase marijuana from unlawful sources and must have a defined organizational structure that includes detailed records proving that members are legitimate patients; and

WHEREAS, the California Supreme Court empowers local incorporated cities and counties to enact laws or regulations pertaining to medical marijuana cultivation, dispensing, manufacturing, or distribution pursuant to city zoning powers that the city or counties governing body allows which including either expanding and allowing such activity within its city zoning area or can restrict, ban or prohibit within its zoning area; and

WHEREAS, the State of California recently adopted AB 243, AB 266 and SB 643 to clarify legal requirements pertaining to medical marijuana; and

WHEREAS, the City of Adelanto ("City") wishes to comply with California Law and allow for research development and processing for medical marijuana; and

WHEREAS, it is the purpose and intent of this Chapter to regulate medical marijuana in a manner that is consistent with State law and which promotes the health, safety, and general welfare of the residents and businesses within the incorporated City of Adelanto and limits impacts associated with marijuana research, development and processing; and

WHEREAS, the City of Adelanto intends to be on the forefront of ground breaking research, science, innovation and development of treatment for symptoms and cures in the field of medical cannabis. Scientific research, studies and data has established that cannabis helps patients with a vast array of medical conditions that affect the vast majority of human beings across the globe; and

WHEREAS, nothing in this Section shall be construed to allow persons to engage in conduct that endangers others or causes a public nuisance as defined herein, allow the use or diversion of marijuana for nonmedical purposes, or allow any activity relating to the cultivation, distribution or consumption of marijuana that is otherwise illegal under California State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ADELANTO DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Section 17.80.090 (Research, Development and Processing of Medical Marijuana) is hereby added to the City Municipal Code is to read in its entirety as follows:

Section 17.80.090 Research, Development and Processing of Medical Marijuana

(a) The City intends to be on the forefront in the field of medical cannabis, research, development and processing thereof. The City seeks to be on the cutting-edge of the regulation, manufacturing and processing of medical marijuana through the issuance of a Processing Permit to qualified applicants. In order to further establish and regulate quality and safety standards for the future regulation of medical marijuana processing, the City may approve qualified applicants for a Processing Permit as follows:

(1) The purpose and intent of this Section is to regulate the processing and manufacturing of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

A. "Processing Permit" means a permit to own, operate and manage a Medical Marijuana facility for the purposes of research,

development and processing of commercially available Cannabis infused edibles and vaporizable products.

(2) Marijuana Processing Standards. Medical Marijuana Processing, within the City, shall be in conformance with the following standards:

A. Medical Marijuana Processing shall only be considered upon application and approval of a Marijuana Processing Permit in accordance with the criteria and process set forth in this section.

B. Marijuana Processing is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park (the "Cultivation Zone"). No Medical Marijuana Processing shall be established, developed, or operated within two thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Processing facility is, or will be located, to the nearest property line of those uses described in this Subsection.

C. Medical Marijuana Processing is allowed only within fully enclosed and secure structures inaccessible to minors.

D. Medical Marijuana Processing shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

E. From a public right-of-way, there shall be no exterior evidence of Medical Marijuana Processing.

F. Medical Marijuana Processing shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

G. The number of Medical Marijuana processing Permits shall be limited to those that may be reasonably accommodated within the Cultivation Zone, as defined in B, above.

H. The Medical Marijuana Processing facility shall comply fully with all of the applicable restrictions and mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Processing facility shall comply with all size

requirements for such facilities imposed by State law. The Medical Marijuana Processing facility shall not engage in any activities not allowed at processing facilities pursuant to State law. The Medical Marijuana Processing facility shall comply with all manufacturing, labeling, processing, and other standards required by State law.

I. There is no set restriction on the hours of operation of a Medical Marijuana Processing facility; however these restrictions, and others, may be established as a condition of approval of the Conditional Use Permit.

J. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

K. All Medical Marijuana Processing facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

L. Any Medical Marijuana Processing facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a “point of sale” within the City for sales tax purposes.

M. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Processing facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Processing facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

N. Signage for the Medical Marijuana Processing facility shall be limited to name of business only and in compliance with the City’s sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

O. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana Processing facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In

addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Processing facility.

P. Physician services shall not be provided on the premises. "Physician services" includes, but is not limited to, social services, including counseling, help with housing and meals, hospice and other care referrals which may not be provided on site.

Q. The building in which the Medical Marijuana Processing facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all requirements of state law pertaining to processing/manufacturing of marijuana as such state laws are amended is also required.

R. The Medical Marijuana Processing facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Processing facility shall not be operated as a medical marijuana dispensary.

S. The operator of the facility shall provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Processing facility. The Medical Marijuana Processing facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police or planning departments.

T. Any and all Permits permitting the operation of a Medical Marijuana Processing facility shall expire and be null and void twelve (12) months after issuance to the Permitee, unless otherwise extended by the City Manager, in writing.

U. Permitee shall account for job creation in the City and shall commit to employing a workforce that resides in the City. A minimum of fifty percent (50%) of all employees employed by the Permitee at the processing facility, pursuant to this Permit, shall be residents of the City. Permitee shall use good faith efforts to comply with this subsection.

V. A Medical Marijuana Processing facility may be located within the same building or structure as a Medical Marijuana Cultivation facility, only if the Medical Marijuana Processing facility is located in separate room(s) of the facility, and only if the Medical Processing facility has its own, separate entrance.

W. A Medical Marijuana Processing facility must employ full time quality control personnel. For any edible products, the Permitee must establish Standard Operating Procedures and Batch Records that comply with current Good Manufacturing Practices for food products, as outlined by the California Department of Public Health and the Food and Drug Administration.

X. All finished products produced by a Medical Marijuana Processing facility must be labeled in compliance with the labeling requirements outlined by the California Department of Public Health, as well as comply with any applicable Marijuana specific labeling requirements established by California Medical Marijuana statutes or codes.

Y. All finished products produced by a Medical Marijuana Processing Facility must be packaged in child resistant containers, prior to becoming commercially available and, therefore, leaving the facility.

Z. All batches of final product must be tested by a third party laboratory for potency of cannabinoids, residual solvents, mold, pesticides, and any other contaminants as may be outlined in California Medical Marijuana statues or codes. In the event that the State of California requires testing by a State certified laboratory, the Permitee shall comply with such regulation.

AA. A Medical Marijuana Processing facility may only use solvents, which have been approved by the Food and Drug Administration for the processing or preparation of botanical, dietary supplements or food grade products.

BB. All processing or analytical testing devises used in a Medical Marijuana Processing facility must be UL listed, or otherwise approved for the intended use by the local Building Department and/or Fire Department. Any processing devices using only non-pressurized water are exempt from such approval.

CC. Any processing device used in a Medical Marijuana Processing facility, which utilized hydrocarbons or otherwise flammable

solvents, must operate in a closed loop or in such a way that all solvent material is recovered in the process. All hazardous material must be disposed of in a manner which is compliant with all local, state, and federal guidelines for the disposal of hazardous materials.

Section 3. Recognizing that there is a potential conflict between Federal and State law, it is the City Council's intention that this Chapter shall be deemed to comply with California law as established by the "Compassionate Use Act" (codified as Health and Safety Code § 11362.5 *et seq.*) and the Medical Marijuana Program Act" (codified as Health and Safety Code § 11362.7 *et seq.*).

Section 4. The City Council determines that it is in the best interest of the residents of the City to allow cultivation facilities that comply with the Guidelines to be established and operated as permitted uses within certain areas of the City subject to the regulations and restrictions provided in this Ordinance. It is the City Council's intention that nothing in this Chapter shall be construed to:

1. Allow persons to engage in conduct that endangers others or causes a public nuisance;

2. Allow the use of marijuana for non-medical purposes of any kind; or

3. Allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise not permitted under State law.

Section 5. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act pursuant to Section 15061 (b) 3 and 15305 of the Guidelines, in that the amendment does not have the potential for causing a significant effect on the environment.

Section 6. No use, business, or activity of any kind which researched, developed or processed marijuana prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Zoning Code and such use shall not be entitled to claim legal nonconforming status.

Section 7. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional, illegal or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect.

Section 8. By regulating Research Development and Processing facilities, the City of Adelanto is only assuming an undertaking to preserve the general welfare through the provision of a method of implementing the Compassionate Use Act. The City Council is not assuming, nor is it imposing on its officers and employees, an obligation for which a breach thereof would

expose the City to a liability in money damages to any person who claims that such breach proximately caused injury. To the fullest extent permitted by law, the City shall assume no liability whatsoever, and expressly does not waive sovereign immunity, with respect to any provision of this Ordinance or for the activities of any Research Development or Processing facility. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Chapter shall not become a personal liability of any public officer or employee of the City. Nothing in this Ordinance shall be deemed or considered in any respects to constitute authorization to violate any state or federal law.

Section 9. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

PASSED, APPROVED and ADOPTED this 27th day of April, 2016.

_____
Mayor, Richard Kerr

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

I, Cindy Herrera, City Clerk of the City of Adelanto, do hereby certify that the foregoing Ordinance was introduced for a first reading on the 13th day of April and approved for a second reading at a regular meeting of the City Council of the City of Adelanto held on the 27th day of April, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____

Cindy M. Herrera, City Clerk, City of Adelanto

TITLE 17

ADELANTO ZONING ORDINANCE

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APPENDICES

Appendix A: Regulation of Uses by Zoning District

CHAPTER 17.80

SPECIAL USE STANDARDS

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17.80.010 Intent and Purpose

Certain uses, although permitted in specific zoning districts, require additional development standards beyond those specified for the applicable zone. Additional standards are required to ensure that such uses are operated in a manner that does not adversely impact surrounding uses. The purpose of this Chapter is to provide additional development standards and conditions for certain uses to ensure their compatibility with surrounding uses.

17.80.020 Antennas and Cellular Telephone Towers

(a) Exempt Antennas

Common skeletal-type radio and television antenna in standard configurations used to receive UHF, VHF, AM, and FM signals of off-air broadcasts from radio and television stations are exempt from the requirements of this Section.

Solid dish-type antennas with a diameter of less than two feet (2') which are designed to receive broadcast signals directly from orbiting satellites are also exempt from the following requirements, with the exception that this type of antenna may not be placed in a front yard area or in any other location visible from the street at the front of the home or building which the antenna serves.

(b) Location of Antennas in Residential Districts

Antennas and satellite dishes (hereafter referred to as “antennas”) located in the residential zones of the City shall conform to the following standards:

(1) All antennas shall be required to maintain their supporting structures at least five feet (5') from any property line and ten feet (10') from any other structure.

(2) All ground-mounted antennas shall be screened by walls, fences, or landscaping at least six feet (6') in height obscuring visibility of the antenna from adjacent properties at the same elevation. Landscaping

shall be of a type and variety and installed at sufficient size to be capable of growing within one year to a landscape screen which obscures the visibility of the antenna.

(3) All antennas and their supporting structures shall be located in the rear yard.

(4) No antenna shall be higher than thirty-five feet (35') above grade level, except dish-type satellite receiving antennas, which shall not exceed fifteen feet (15') in height. Antennas exceeding thirty-five feet (35') may be approved provided the antenna is retractable to below the thirty-five foot (35') height limit, and the applicant executes a use agreement providing that the antenna will only be extended during actual use of said antenna.

(5) A maximum of two (2) antennas, including exempt antennas, shall be allowed per lot.

(6) All roof-mounted antennas, with the exception of exempt antennas, are prohibited.

(c) Location of Antennas in Non-Residential Districts

Antennas located in non-residential zoning districts shall conform to the following standards:

(1) All ground-mounted antennas shall be required to maintain their supporting structures at least five feet (5') from any property line and ten feet (10') from any other structure.

(2) All ground-mounted antennas shall be screened by walls, fences, or landscaping at least six feet (6') in height obscuring visibility of the antenna from adjacent properties at the same elevation. Landscaping shall be of a type and variety capable of growing within one year to a landscape screen which obscures the visibility of the antenna.

(3) All antennas and their supporting structures shall be located in the rear yard or any side yard, except a street side yard.

(4) No antenna or its supporting structure shall be located in the area between the front property line and the main structure or building.

(5) No antenna shall be higher than the maximum height permitted in the zone, measured from grade level, except satellite antennas, which shall not exceed fifteen feet (15') in height.

(6) A maximum of two (2) antennas, including exempt antennas, shall be allowed per lot.

(7) No antenna shall be roof-mounted except on a flat portion of the roof structure with parapets, and/or architecturally matching screening plan.

(d) Location of Antennas in Public Utility, Open Space and Greenbelt Corridor Districts

(1) All ground-mounted antennas shall be required to maintain their supporting structures at least five feet (5') from any property line and ten feet (10') from any other structure.

(2) All ground-mounted antennas shall be screened by walls, fences or landscaping at least six feet (6') in height obscuring visibility of the antenna. Landscaping shall be of a type and variety capable of growing within one year to a landscape screen which obscures the visibility of the antenna.

(3) All antennas and their supporting structures shall be located in the rear yard or any side yard, except a street side yard.

(4) No antenna or its supporting structure shall be located in the area between the front property line and the main structure or building.

(5) No antenna shall be higher than the maximum height permitted in the zone measures from grade level, except satellite antennas which shall not exceed fifteen feet (15') in height.

(6) A maximum of two (2) antennas, including exempt antennas, shall be allowed per lot.

(7) No antenna shall be roof-mounted except on a flat portion of the roof structure with parapets, and/or architecturally matching screening plan.

(e) Wireless Communication Facilities

The following regulations shall govern the placement of wireless communication facilities, antennas, and similar installations:

(1) All cellular phone installations shall require Conditional Use Permit Approval, pursuant to the requirements of Chapter 17.130 of this Code.

(2) Cellular Telephone Towers shall be permitted within all Business and Manufacturing (BP, LM, MI and ADD), Open Space, Public Land, Schools, Greenbelt Corridors (OS, DE, UE) and Public Utilities and Public Facilities (PU and PF) zoning districts.

(3) Cellular Telephone Towers shall not be located in Residential Districts.

(4) Design Standards

A. Cellular Telephone Towers shall be “Stealth Facilities”, which means that any Wireless Telecommunications Facility shall be disguised to appear as another natural or artificial object that exists in the surrounding environment or which is architecturally

integrated into a building or other structure. They may include, but are not limited to:

1. Co-location on existing electrical transmission towers within Power Easements.

2. Architecturally screened roof mounted antenna.

3. Wall or façade-mounted antenna as design features, clock towers, flagpoles, church crosses, "tree" poles (monopalms, monopines, or similar).

4. Wall Mounted means a Wireless Telecommunication Facility that is mounted on any vertical surface or nearly vertical surface of a building or other existing structure that is not specifically constructed for the purpose of supporting an antenna, such as exterior walls of a building, an existing parapet, the side of a water tank, the face of a church steeple, or the side of a freestanding sign such that the highest point of the Facility is at an elevation equal to or lower than the highest point of the surface on which it is mounted.

5. Exceptions to this may be granted through the Conditional Use Permit Process, provided that it can be demonstrated that the proposed installation would not be unduly intrusive, such as they are located in proximity to similar existing towers for major electrical transmission lines.

B. Cellular phone towers, antennas, and similar structures are limited to the maximum height allowed within the Zoning District in which it is located, unless an RF report prepared by a qualified RF Engineer and reviewed by the City, demonstrates that: 1) an antenna built at the Zoning District limit would obstruct the antenna's reception window or otherwise excessively interfere with reception and such obstruction or interference involves factors beyond the applicant's control; and 2) there are no other locations within the City available to the cellular phone provider that would enable the cellular phone provider to construct an antenna within the limits of the Zoning Code without limiting cell phone coverage and reception. In such cases, a maximum height of one hundred feet (100') may be allowed, unless a lower height is required by a local Airport Land Use Commission (ALUC).

C. Setback requirements for cellular phone installations shall be developed on a case-by-case basis as part of the Conditional Use Permit Approval.

(f) Antennas Used for Transmission Purposes

The following regulations shall apply to the establishment, installation, and operation of antennas used to transmit signals of any type for commercial purposes.

(1) Except as provided in subsection (2) below, prior to the approval by the City of the installation of any non-exempt antenna, the applicant must submit a written statement that the antenna will not be used for transmission purposes; or, that the use of the antennas for transmission purposes will not exceed EIRP levels of 80 dBW.

(2) Antennas used for transmission purposes which exceed EIRP levels of 80 dBW may be approved by the Planning Commission, subject to the imposition of reasonable conditions to protect the applicant and the public health and safety. Reasonable conditions shall include, but not be limited to, fencing, screening, warning signs, partial submersion below ground level, and other like conditions.

(3) Antennas used for transmission purposes shall be subject to the same screening requirements as antennas used for receiving signals. Transceiver antennas shall be considered to be transmitting antennas for the purposes of this Chapter.

(4) Any applicant aggrieved by a decision of or condition imposed by the City may appeal that decision or condition pursuant to Section 2.04.080 et seq. of this Code.

(g) Required Criteria and Performance Standards

The following regulations shall apply to the establishment, installation, and operation of antennas in all zoning districts:

(1) Antennas shall be installed and maintained in compliance with the requirements of the Building Code. Antenna installers shall obtain a building permit prior to installation.

(2) No advertising material shall be allowed on any antenna.

(3) All electrical wiring associated with any antenna shall be buried underground or hidden in a manner acceptable to the Building Official.

(4) No portion of an antenna array shall extend beyond the property lines or into any front yard area. Guy wires shall not be anchored within any front yard area but may be attached to the building.

(5) The antenna, including guy wires, supporting structures, and accessory equipment, shall be located and designed so as to minimize the visual impact on surrounding properties and from public streets. The materials used in constructing the antenna shall not be unnecessarily bright, shiny, garish, or reflective.

(6) Every antenna must be adequately grounded for protection against a direct strike of lightning with an adequate ground wire. Ground wires shall be of the type approved by the latest edition of the National Electrical Code, as adopted by the City, for grounding masts and lightning arresters and shall be installed in a mechanical manner, with as few bends as possible, maintaining a clearance of at least two (2) inches from combustible materials. Lightning arresters shall be used which are approved as safe by the Underwriter's Laboratories, Inc., and both sides of the line must be adequately protected with proper arresters to remove static charges accumulated on the line. When lead-in conductors of polyethylene ribbon-type are used, lightning arresters must be installed in each conductor. When coaxial cable or shielded twin lead is used for lead-in, suitable protection may be provided without lightning arresters by grounding the exterior metal sheath.

(7) A wind velocity test shall be required if deemed necessary by the Building Official.

(h) Variances

Pursuant to the procedures of Chapter 17.140 et seq. of this Zoning Code, any person may seek a variance from the provisions of this Chapter pertaining to antennas and satellite dish antennas. A fee shall be charged to an applicant for a variance that is required solely for the purposes of complying with the antenna and/or satellite dish antenna regulations of this Chapter. Any variance so granted is revocable for failure by the applicant or property owner to comply with the conditions imposed. A variance shall be issued for an antenna if it meets the following standards:

(1) Locating the antenna in conformance with the specifications of this Chapter would obstruct the antenna's reception window or otherwise excessively interfere with reception, and such obstruction or interference involves factors beyond the applicant's control; or the cost of meeting the specifications of this Section is excessive, given the cost of the proposed antenna.

(2) The variance application includes a certification that the proposed installation is in conformance with applicable City Building Code regulations. Furthermore, the application must contain written documentation of such conformance, including load distributions within the building's support structure, and must be certified by a registered engineer.

(3) If it is proposed that the antenna will be located on the roof, where possible, the antenna shall be located on the rear portion of the roof and be consistent with neighboring improvements, uses, and architectural character.

(i) Nonconforming Antennas

All antennas, in any zone, lawfully constructed and erected prior to the effective date of this Chapter, which do not conform to the requirements of the provisions of this Chapter for the particular zoning district in which they are located, shall be accepted as non-conforming uses for a period of one (1) year from the date of adoption of this Chapter. Thereafter, the antennas shall be subject to abatement as set forth below via removal, modification, or relocation to comply with the standards of this Chapter. Any antenna constructed or erected in violation of this Chapter or any prior law, ordinance, or regulation shall be subject to immediate abatement.

(j) Notice of Nonconforming Antennas

(1) Upon the determination of the Planning Director that the provisions of this Chapter apply to a given parcel of land on which an antenna is located, the Planning Director or his/her designee shall send a notice thereof by United States certified mail, return receipt requested, to the owner thereof as shown on the last equalized assessment roll and shall cause such property to be posted with a similar notice.

(2) The notice provided for in this Section shall state that the property and antenna in question is a nonconformity, shall state the date of abatement established in Section 17.80.020(i), shall state that an administrative hearing will be held before the Planning Commission and shall state the date of such hearing.

(k) Hearing; Decision and Order; Appeal; Recordation of Order

(1) Within sixty (60) days after the issuance of the notice prescribed in Section 17.80.020(j), the Planning Commission shall hold an administrative hearing to determine whether the nonconformity should be abated or whether a time extension should be granted as provided in subsection (7) below.

(2) The Planning Commission shall receive written and oral testimony at such hearing in regard to the abatement.

(3) At the close of the hearing, the Planning Commission shall find and determine whether the nonconformity should be abated and all facts in support thereof, whether the owner of the property can amortize his/her investment in the term for abatement provided in Section 17.80.020(i), and if not, what term for abatement should be provided as specified in Section 17.80.020(j).

(4) The Planning Commission shall also find and determine whether the structure encompassing the nonconforming use can be used economically in its present condition or can be modified successfully for a purpose permitted in the zoning district in which it is located.

(5) The decision of the Planning Commission and the findings in support thereof shall be in the form of a written order and shall be served upon the property owner personally or by United States certified mail, return receipt requested, within ten (10) days after the decision is rendered.

(6) The decision of the Planning Commission may be appealed to the City Council.

(7) After the conclusion of all appeals, notice of the decision and order of the Planning Commission or the City Council shall be recorded with the City Clerk.

(l) Extension of Time

(1) The Planning Commission or City Council on appeal, shall grant an extension of the time for abatement of nonconformity where it finds that an unreasonable hardship would otherwise be imposed on the property owner.

(2) The Planning Commission or City Council on appeal, shall consider the following factors, among others, in determining whether to grant an extension of time and the length of the term:

A. The nature of the use.

B. The amount of the owner's investment in improvements.

C. The convertibility of improvements to permitted uses.

D. The character of the neighborhood.

E. The detriment, if any, caused to the neighborhood by continuance of the nonconforming use.

F. The amount of time needed to amortize the investment.

(m) Proof of Amortization

The Planning Commission, or City Council on appeal, shall base its decision as to the length of the permitted amortization period on any competent evidence presented, including, but not limited to, the depreciation schedule attached to the owner's latest federal income tax return.

(n) Relocation

Where the Planning Commission finds that a nonconforming antenna, either in its present condition or as modified, can be used in compliance with the standards set forth in this Chapter for the zoning district in which it is located, the nonconforming antenna may be granted an extension sufficient to permit it to relocate on the site wherein such use is permitted and which has substantially equivalent utility for the use. In no event shall such extension be more than two (2) years.

(o) Antennas Used for Transmission Purposes

(1) Except as provided in subsection (2) below, prior to the approval by the City for the installation of any non-exempt antenna, the applicant must submit a written statement that the antenna will not be used for transmission purposes; or that the use of the antennas for transmission purposes will not exceed EIRP levels of 80 dBW.

(2) Antennas used for transmission purposes which exceed EIRP levels of 80 dBW may be approved by the Planning Commission subject to the imposition of reasonable conditions to protect the applicant and the public health and safety. Reasonable conditions shall include, but not be limited to, fencing, screening, warning signs, partial submersion below ground level, and other like conditions.

(3) Any applicant aggrieved by a decision of or condition imposed by the Planning Commission may appeal that decision or condition to the City Council, pursuant to Section 2.04.080 et seq of this Code.

17.80.030 Churches, Temples, religious institutions, non-profits and other similar institutions

(a) All churches, temples, religious institutions, non-profits and other similar institutions shall require a Location and Development Plan approval and Conditional Use Permit approval, as indicated in Appendix A.

(b) All buildings, structures, setbacks, building height and landscaping shall be developed in a manner harmonious and compatible with development on surrounding properties.

(c) Off-street parking spaces shall be required as per Chapter 17.65 and 17.15 of this Zoning Code. The number of parking spaces shall be determined in Table 65-2 of the aforementioned code section. Exterior parking areas shall be screened with landscaping to be compatible with and an enhancement to surrounding land uses.

(d) All exterior lighting shall be designed, oriented, and constructed to shield adjacent properties from adverse glare effects.

(e) Establishment of a church does not automatically permit any school, day nursery, kindergarten, or any congregation of persons for purposes other than religious

instruction, worship, or guidance. Any such additional uses shall be subject to the use requirements of the zoning district in which they are located.

(f) Churches, Temples, religious institutions, non-profit and other similar institutions proposed to be located in residential zones shall only be allowed if vehicular access is from a Major Street/Boulevard, Collector Street, Activity Street or Loop Street-One Way, as identified in the Circulation Element of the General Plan

17.80.040 Restrictions on Sales of Tobacco Products

(a) Definitions

The following words and phrases, whenever used in this article, shall have the meanings defined in this section unless the context clearly requires otherwise:

Tobacco Product means any product(s) that is used to consume tobacco or any product that contains any tobacco leaf, including but not limited to: cigarettes, cigars, cigarillos, blunts, snuff, dipping/chewing tobacco, flavored tobacco, tobacco water, tobacco paste, gutka, kretek, shisha, roll-your-own cigarettes, cigarette or cigar rolling papers, or pipes.

Tobacco Retailer means any person, retail establishment, or any other legal entity who knowingly sells, donates, distributes, or delivers to any person(s), for any form of consideration, tobacco products.

(b) Zoning Regulations.

It is hereby declared that the sense and policy of this section is that no tobacco retailer shall be permitted to sell, donate, distribute, or deliver to any person(s), for any form of consideration, tobacco products within 1,000 feet of any playground, church, public library, school, or any childcare facility or similar entity providing structured, organized care for youth.

(c) How Distance Measured.

The 1,000 foot distance provided for in Section 14.80.040 shall be measured as a person walks, using the sidewalk, from the nearest point of the property line of the playground, church, public library, school, or childcare facility or similar entity providing structured, organized care for youth, to the nearest of the property line of the tobacco retailer.

(d) Nonconforming Uses

The City's nonconforming use rules, contained in Chapter 17.165 apply to this section. If a tobacco retailer has an interruption of the continuity of business for a period in excess of six months, in order to reopen for business, the requirements set forth above must be complied with.

(e) Enforcement.

Enforcement of this chapter shall be the responsibility of the Community Development Director or his designee. In addition, any peace officer or code enforcement official also may enforce this chapter.

17.80.050 Medical Marijuana Dispensaries

A medical marijuana dispensary, as defined in Section 17.200.140 of this Title, is not an allowable use within any zone in the City of Adelanto and is expressly prohibited in all zones. No other definition or term utilized herein shall be interpreted to allow such use. Each individual zone in the City of Adelanto is hereby updated to prohibit medical marijuana dispensaries.

17.80.060 Wind Energy Conversion Systems (WECS)

(a) Wind Energy Conversion Systems shall be classified into three (3) categories.

(1) Category One, consist of large WECS that have one or more units producing power for sale. This category generates power in excess of 500 Kw and does not provide power for onsite use. These systems require the approval of a Conditional Use Permit and Location and Development Plan and are allowed in the Manufacturing/Industrial (MI), Airport Development District (ADD), Public Utilities (PU) and Open Space, Public Land and Schools (OS) zones.

(2) Category Two, consist of medium WECS that provide power for existing onsite structures. These systems may have more than one unit but produce 500 Kw or less. These systems require the approval of a Minor Conditional Use Permit and Site Plan and are allowed in all zoning districts except Single Family Residential (R-S1, R1, R1-.5, R-S5) and Desert Living (DL-9, DL-5, DL-2.5).

(3) Category Three, consist of WECS that provide power for existing onsite single family residential structures. These systems may have more than one unit but produce 25 Kw or less. These systems require the approval of a site plan and can be pole/tower or roof mounted.

(b) WECS installed in the DL zone may be 75’ in height. All others shall comply with height limitations for the zoning district they are installed in.

(c) All ground mounted pole/tower WECS shall be set back from property lines a distance that equals the total height of the system and shall have a locked anti-climb device installed or be un-climbable by design for the first 12 feet.

(d) All pole mounted WECS shall be of the self supporting monopole type. WECS requiring the use of guyed wires are only permitted in the DL zone.

(e) No WECS shall emit sounds which exceed 65 decibels at any time as measured from the property line.

(f) All on-site wiring for WECS shall be installed underground.

(g) All WECS shall be installed and operated so that the public health, safety, and welfare of neighboring property owners or occupants will not be jeopardized.

17.80.070 Solar Energy Conversion Systems (SECS)

(a) Solar Energy Conversion Systems shall be classified into three (3) categories.

(1) Category One, consist of large SECS that have one or more units producing power for sale. This category generates power in excess of 500 Kw and does not provide power for onsite use. These systems require the approval of a Conditional Use Permit and Location and Development Plan and are allowed in the Manufacturing/Industrial (MI) and Airport Development District (ADD) zones.

(2) Category Two, consist of medium SECS that provide power for existing onsite structures. These systems may have multiple panels but produce 500 Kw or less. These systems require the approval of a Minor Conditional Use Permit and Site Plan and are allowed in all zoning districts except Single Family Residential (R1), (R1-.5) and Desert Living (DL).

(3) Category Three, consist of SECS that provide power for existing onsite single family residential structures. These systems may have multiple panels but produce 25 Kw or less. These systems require the approval of a site plan and can be ground or roof mounted.

(b) All SECS shall comply with height limitations and setbacks for the zoning district they are installed in.

(c) No SECS shall emit sounds which exceed 65 decibels at any time as measured from the property line.

(d) All on-site wiring for SECS shall be installed underground.

(e) All SECS shall be installed and operated so that the public health, safety, and welfare of neighboring property owners or occupants will not be jeopardized.

17.80.080 Cultivation of Medical Marijuana

a) The purpose and intent of this Section is to regulate the cultivation of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

b) For purposes of this Section, the following definitions shall apply, unless the context clearly indicates otherwise:

(1) "City" means the City of Adelanto, California, a Charter Law City.

(2) "City Manager" means the individual duly appointed by a majority of the City Council of the City to serve in the capacity as executive officer of the City on a permanent or interim basis.

(3) "Cultivation" or "marijuana cultivation" means cultivation of medical cannabis and industrial hemp either indoor or within external greenhouses.

(4) "Fully enclosed and secure structure" means a space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors and inaccessible to minors.

(5) "Indoors" means within a fully enclosed and secure structure.

(6) "Medical Marijuana" and "Medical Cannabis" are defined in strict accordance with California Health and Safety Code section 11362.5 and 11362.8 *et seq*.

(7) "Outdoors" means any location within the City that is not within a fully enclosed and secure structure. `

(8) "Permit" means a permit to own, operate and manage a Medical Marijuana facility for cultivation purposes only, pursuant to the terms and conditions of this Ordinance.

(9) "Permitee" means an applicant who has applied for and has been issued a Permit by the City for a Medical Marijuana Cultivation Permit pursuant to the terms and conditions of this Ordinance.

(10) "Primary caregiver" means a "primary caregiver" as defined in Section 11362.7(d) of the Health and Safety Code, as may be amended from time to time.

(11) "Qualified patient" means a "qualified patient" as defined in Section 11362.7(f) of the Health and Safety Code.

c) All outdoor cultivation of marijuana within the City is prohibited. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City to cause or allow such parcel to be used for the outdoor cultivation, manufacture, or research of marijuana.

d) It is hereby declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any property in the City to cause or allow such property to be used for the indoor cultivation of

marijuana plants within a fully enclosed and secure structure on the property, except as provided in subsections (d)(1) and (d)(2) of this section.

(1) Indoor Cultivation Standards. Indoor Medical Marijuana Cultivation, within the City, shall be in conformance with the following standards:

A. Indoor Medical Marijuana Cultivation shall only be considered upon application and approval of a Marijuana Cultivation Permit in accordance with the criteria and process set forth in this Section.

B. Indoor Medical Marijuana Cultivation is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park (the "Cultivation Zone"). No Medical Marijuana Cultivation shall be established, developed, or operated within two thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Cultivation is, or will be located, to the nearest property line of those uses describe in this Subsection.

C. Indoor Medical Marijuana Cultivation is allowed only within fully enclosed and secure structures inaccessible to minors.

D. Indoor Medical Marijuana Cultivation shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

E. From a public right-of-way, there shall be no exterior evidence of Indoor Medical Marijuana Cultivation.

F. Indoor Medical Marijuana Cultivation shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

G. The number of Medical Marijuana Cultivation Permits shall be limited to those that may be reasonably accommodated within the Cultivation Zone, as defined in B, above.

H. The Medical Marijuana Cultivation facility shall comply fully with all of the applicable restrictions and mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Cultivation facility shall comply with all size requirements for such facilities imposed by State law. The Medical Marijuana Cultivation facility shall not engage in any activities not allowed at cultivation facilities pursuant to State law. The Medical Marijuana Cultivation facility shall comply with all horticultural, labelling, processing, and other standards required by State law.

I. There is no set restriction on the hours of operation of a Medical Marijuana Cultivation facility; however one may be established as a condition of approval of the Conditional Use Permit.

J. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

K. All Medical Marijuana Cultivation facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

L. Any Medical Marijuana Cultivation facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a “point of sale” within the City for sales tax purposes.

M. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Cultivation facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Cultivation facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

N. Signage for the Medical Marijuana Cultivation facility shall be limited to name of business only and in compliance with the City’s sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

O. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana

Cultivation facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Cultivation facility.

P. Physician services shall not be provided on the premises. "Physician services" does not include social services, including counseling, help with housing and meals, hospice and other care referrals which may be provided on site.

Q. The building in which the Medical Marijuana Cultivation facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all requirements of state law pertaining to cultivation of marijuana as such state laws are amended is also required.

R. The Medical Marijuana Cultivation facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Cultivation facility shall not be operated as a medical marijuana dispensary.

S. Provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Cultivation facility. The Medical Marijuana Cultivation facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police or planning departments.

T. Any and all Permits permitting the operation of a Medical Marijuana Cultivation facility shall expire and be null and void twelve (12) months after issuance to the Permitee, unless otherwise extended by the City Manager, in writing.

U. The Permitee shall account for job creation in the City and shall commit to employing a workforce that resides in the

City. A minimum of fifty percent (50%) of all employees employed by the Permitee at the cultivation facility, pursuant to this Permit, shall be residents of the City. Permitee shall use good faith efforts to comply with this subsection.

(2) Marijuana Cultivation Permit. Prior to initiating operations and as a continuing requisite to conducting operations, the legal representative of the persons wishing to obtain a Marijuana Cultivation Permit shall obtain said permit from the City Manager under the terms and conditions set forth in this Section. The legal representative shall file an application with the City Manager upon a form provided by the City and shall pay a filing fee as established by resolution adopted by the City Council as amended from time to time. An application for a Marijuana Cultivation Permit shall include, but shall not be limited to, the following information:

A. An estimate of the size of the Indoor Medical Marijuana Cultivation facility.

B. The address of the location for which the Marijuana Cultivation Permit is sought.

C. A site plan and floor plan of the premises denoting all the use of areas on the premises, including storage, cultivation areas, lighting, signage, etc.

D. A security plan including the following measures:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 120 concurrent hours of digitally recorded documentation in a format approved by the City Manager. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and windows, and any other areas as determined by the City Manager;

2. The facility shall be alarmed with an alarm system that is operated and monitored by a recognized security company;

3. Entrance to the cultivation area and any storage areas shall be locked at all times, and under the control of staff of the cultivation facility;

4. The entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed; and

5. All windows on the building that houses the cultivation facility shall be appropriately secured and all marijuana securely stored, and a reliable, commercial alarm system shall be installed and maintained.

E. The name and address of any person who is managing or responsible for the Indoor Medical Marijuana Cultivation activities, and the names and addresses of any employees, if any, and a statement as to whether such person or persons has or have been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received for such conviction(s).

F. The name and address of the owner and lessor of the real property upon which the Indoor Medical Marijuana Cultivation is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a Medical Marijuana Cultivation Facility will be operated on his/her property.

G. Authorization for the City Manager to seek verification of the information contained within the application.

H. Evidence that the Indoor Medical Marijuana Cultivation facility is organized in a legal structure compliant with all applicable laws of the State of California.

I. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

J. Any such additional and further information as is deemed necessary by the City Manager to administer this Section.

K. The City Manager shall conduct a background check of any applicant seeking a Permit, including any person who is managing or is otherwise responsible for the activities of the cultivation facility, and any employee at the cultivation facility (“Applicant’s Agents”), and shall prepare a report

on the acceptability of the applicant and the Applicant's Agents background and the suitability of the proposed location. Upon completing the review process, the City Manager may issue a Permit to any applicant that meets all the City requirements for said Permit, unless the City Manager finds that:

1. The applicant has made one or more false or misleading statements, or omissions on the application or during the application process;

2. The proposed Indoor Medical Marijuana Cultivation facility is not allowed by state or local law, statue, ordinance, or regulation, including this Code, at a particular location;

3. The applicant is not a Primary Caregiver or Qualified Patient or the legal representative of the Indoor Medical Marijuana Cultivation facility;

4. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility, or any employee, if any, has been convicted of a felony, or convicted of a misdemeanor involving moral turpitude, or the illegal use, possession, transportation, distribution or similar activities related to controlled substances, with the exception of marijuana related offenses for which the conviction occurred prior to passage of Compassionate Use Act. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of *nolo contendere*;

5. The applicant, or any person who is managing or is otherwise responsible for the activities of the Indoor Medical Marijuana Cultivation facility has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has not satisfied each and every requirement of this Section.

L. Based on the information set forth in the application and the City Manager's report, the City Manager may impose

reasonable terms and conditions on the proposed operations in addition to those specified in this Section.

M. The City Manager will accept applications for Medical Marijuana Cultivation Permits during a thirty (30) day period after adoption (Second Reading) of this Ordinance. Such thirty (30) day time period plus an additional seven (7) days to complete the reviews and the preparation of the reports called for in this Section shall be deemed the "Application Period." Applications that have been determined to be qualified by the City Manager during the Application Period shall be considered by the City Manager for ultimate review and consideration. The City Manager shall rank all qualified applications in order of those that best satisfy the requirements of this Section and provide the highest level of service and opportunities for residents of the City based on the requirements of this Section and the following criteria: 1) the operations plan for the facility; 2) the security plan for the facility; 3) the experience of the operators of the facility; 4) the adequacy of capitalization for the facility and operation; and 5) the employment and other public benefits to the City. The City Manager may issue a reasonable number of Medical Marijuana Cultivation Permits, as determined by the City Manager, in his or her exclusive discretion, pursuant to the terms and conditions of this Ordinance, provided the number of Permits may be reasonably accommodated within the Cultivation Zone, as defined herein. Within thirty (30) days after issuance of Medical Marijuana Cultivation Permits, the City Manager shall submit a written report to the City Council stating which applicants were issued Medical Marijuana Cultivation Permits.

N. The obligations of the Indoor Medical Marijuana Cultivation facility, including all on-going and continuing obligations required pursuant to any provision of this Section or as may be provided in any conditional approval of the City Manager, shall be set forth in a covenant running with the land or the leasehold interest, approved as to form by the City Attorney, and enforceable by the City. Such covenant shall also provide that the Indoor Medical Marijuana Cultivation facility shall annually provide to the City Manager an updated application containing the information contained in Subsection (d)(2)A-J. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, and expressly does not waive sovereign immunity, with respect to medical marijuana, or

for the activities of any Indoor Medical Marijuana Cultivation facility. Upon receiving possession of a Medical Marijuana Cultivation Permit as provided in this Section, the facility shall:

1. Execute an Indemnification Agreement, prepared by the City, wherein, among other things, Permitee shall fully indemnity the City for any and all litigation that may arise in furtherance of this Ordinance;

2. Carry insurance in the amounts and of the types that are acceptable to the City Manager;

3. Name the City as an additionally insured;

4. Agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the issues of such approval; and

5. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

O. All Medical Marijuana Cultivation facilities shall be required to enter into an agreement with the City that fully reimburses the City for all costs of the City resulting from the existence of such facilities in the City and provides the City with revenue to offset the potential deleterious effects of the location of Medical Marijuana Cultivation facilities within the jurisdiction of the City.

P. Enforcement

1. Recordings made by the security cameras shall be made available to the City Manager upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials;

2. The City Manager, or the City Manager's designee, shall have the right to enter the Indoor Medical Marijuana Cultivation facility from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with

this Section and all laws of the City and State of California;

3. Operation of the cultivation facility in non-compliance with any conditions of approval or standards of this Section shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this Code;

4. The City Manager may revoke a Medical Marijuana Cultivation Permit if any of the following, singularly or in combination, occur:

   (a) The City Manager determines that the Indoor Medical Marijuana Cultivation facility has failed to comply with this Section, any condition or approval, or any agreement or covenant as required pursuant to this Section;

   (b) Operations cease for more than 90 calendar days, including during change of ownership proceedings;

   (c) Ownership of the Medical Marijuana Cultivation facility is changed or transferred to third party;

   (d) The Indoor Medical Marijuana Cultivation facility fails to maintain 120 hours of security recordings; or

   (e) The Indoor Medical Marijuana Cultivation facility fails to allow inspection of the security recordings, the activity logs, or of the premise by authorized City officials.

5. Any decision regarding the revocation of a Medical Marijuana Cultivation Permit may be appealed to an independent neutral, third party, appointed by the City Manager (the "Neutral"). Said appeal shall be made by a notice of appeal from the person appealing within thirty (30) days from the date of the decision. The appeal shall be accompanied by a fee, which shall be established by resolution of the City Council amended from time to time, and a written, verified declaration setting forth the basis for the claim that the Permit was improperly

approved, denied, conditioned or revoked. The appeal decision rendered by the Neutral shall be binding upon the City and the appellant.

Q. Any and all permits, rights or entitlements permitting the operation of a Medical Marijuana Cultivation facility shall expire and be null and void twelve (12) months after issuance to each respective Permitee, unless otherwise extended by the City Manager. Unless extended, upon the conclusion of the twelve (12) month time period, Medical Marijuana Cultivation facilities for the expired Permitee shall be a prohibited use and any rights obtained pursuant to this Section or any other rules or agreements shall cease as to the respective Permitee.

R. Medical Marijuana Cultivation Permit issued pursuant to this Section is not transferable to a third party by the applicant, under any circumstances.

S. Oversight Committee. The City shall create an Oversight Committee to oversee activities of the Permitee(s) to ensure that all applicable local, state, and federal laws are in compliance, and to assure that all restrictive covenants of this Ordinance are enforced, and that no illegal activity is conducted on the premises. The City's Oversight Committee shall have full authority to review all proposed applications, applicants, business proposals, financial resources, merit and overall business plan when deciding to which entities will receive the proposed Permit as outlined herein. The Oversight Committee shall be appointed by the City Council and shall consist of five (5) total members with one (1) member from code enforcement, one (1) member from planning, and three (3) at-large appointments. The City's Oversight Committee shall be assembled and shall take effect on or after January 1, 2016.

17.80.090 Research, Development and Processing of Medical Marijuana

(a) The City intends to be on the forefront in the field of medical cannabis, research, development and processing thereof. The City seeks to be on the cutting-edge of the regulation, manufacturing and processing of medical marijuana through the issuance of a Processing Permit to qualified applicants. In order to further establish and regulate quality and safety standards for the future regulation of medical marijuana processing, the City may approve qualified applicants for a Processing Permit as follows:

(1) The purpose and intent of this Section is to regulate the processing and manufacturing of medical marijuana that is grown in accordance with State law in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

A. "Processing Permit" means a permit to own, operate and manage a Medical Marijuana facility for the purposes of research development and processing of commercially available Cannabis infused edibles and vaporizable products.

(2) Marijuana Processing Standards. Medical Marijuana Processing, within the City, shall be in conformance with the following standards:

A. Medical Marijuana Processing shall only be considered upon application and approval of a Marijuana Processing Permit in accordance with the criteria and process set forth in this section.

B. Marijuana Processing is a conditionally permitted use only on property within the Manufacturing/Industrial (MI) zoning designation in the Industrial Park (the "Cultivation Zone"). No Medical Marijuana Processing shall be established, developed, or operated within two thousand five hundred (2,500) feet of a school, public playground or park, child care or day care facility, youth center, or church. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Medical Marijuana Processing facility is, or will be located, to the nearest property line of those uses described in this Subsection.

C. Medical Marijuana Processing is allowed only within fully enclosed and secure structures inaccessible to minors.

D. Medical Marijuana Processing shall not exceed the square footage authorized pursuant to the Conditional Use Permit.

E. From a public right-of-way, there shall be no exterior evidence of Medical Marijuana Processing.

F. Medical Marijuana Processing shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

G. The number of Medical Marijuana processing Permits shall be limited to those that may be reasonably accommodated within the Cultivation Zone, as defined in B, above.

H. The Medical Marijuana Processing facility shall comply fully with all of the applicable restrictions and mandates set forth in state law, including without limitation the Attorney General Guidelines. The Medical Marijuana Processing facility shall comply with all size requirements for such facilities imposed by State law. The Medical Marijuana Processing facility shall not engage in any activities not allowed at processing facilities pursuant to State law. The Medical Marijuana Processing facility shall comply with all manufacturing, labeling, processing, and other standards required by State law.

I. There is no set restriction on the hours of operation of a Medical Marijuana Processing facility; however these restrictions, and others, may be established as a condition of approval of the Conditional Use Permit.

J. Marijuana shall be kept in a secured manner during business and nonbusiness hours.

K. All Medical Marijuana Processing facilities shall operate within a legal structure compliant with all applicable laws of the State of California.

L. Any Medical Marijuana Processing facility must pay any applicable sales tax pursuant to federal, state, and local law. The facility shall be established as a “point of sale” within the City for sales tax purposes.

M. On-site smoking, ingestion, or consumption of marijuana or alcohol shall be prohibited on the premises of the Medical Marijuana Processing facility. The term "premises" as used in this Subsection includes the actual building, as well as any accessory structures and parking areas. The building entrance to a Medical Marijuana Processing facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the facility is prohibited.

N. Signage for the Medical Marijuana Processing facility shall be limited to name of business only and in compliance with the City's sign code, and no advertising of companies, brands, products, goods and/or services shall be permitted. Signage shall not include any drug-related symbols.

O. Alcoholic beverages shall not be sold, stored, distributed, or consumed on the premises. A Medical Marijuana Processing facility shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Medical Marijuana Processing facility.

P. Physician services shall not be provided on the premises. "Physician services" includes, but is not limited to, social services, including counseling, help with housing and meals, hospice and other care referrals which may not be provided on site.

Q. The building in which the Medical Marijuana Processing facility is located as well as the operations as conducted therein shall fully comply with all applicable rules, regulations, and laws including, but not limited to, zoning and building codes, the City's business license ordinances, the Revenue and Taxation Code, the Americans with Disabilities Act, and the Compassionate Use Act. Compliance with all requirements of state law pertaining to processing/manufacturing of marijuana as such state laws are amended is also required.

R. The Medical Marijuana Processing facility shall not distribute, sell, dispense, or administer marijuana out of its facility to the public. A Medical Marijuana Processing facility shall not be operated as a medical marijuana dispensary.

S. The operator of the facility shall provide the City Manager with the name, phone number, facsimile number, and email address of an on-site community relations or staff person or other representative to whom one can provide notice if there are operating problems associated with the Medical Marijuana Processing facility. The Medical Marijuana Processing facility shall make every good faith effort to encourage residents to call this person to try to solve

operating problems, if any, before any calls or complaints are made to the police or planning departments.

T. Any and all Permits permitting the operation of a Medical Marijuana Processing facility shall expire and be null and void twelve (12) months after issuance to the Permitee, unless otherwise extended by the City Manager, in writing.

U. Permitee shall account for job creation in the City and shall commit to employing a workforce that resides in the City. A minimum of fifty percent (50%) of all employees employed by the Permitee at the processing facility, pursuant to this Permit, shall be residents of the City. Permitee shall use good faith efforts to comply with this subsection.

V. A Medical Marijuana Processing facility may be located within the same building or structure as a Medical Marijuana Cultivation facility, only if the Medical Marijuana Processing facility is located in separate room(s) of the facility, and only if the Medical Processing facility has its own, separate entrance.

W. A Medical Marijuana Processing facility must employ full time quality control personnel. For any edible products, the Permitee must establish Standard Operating Procedures and Batch Records that comply with current Good Manufacturing Practices for food products, as outlined by the California Department of Public Health and the Food and Drug Administration.

X. All finished products produced by a Medical Marijuana Processing facility must be labeled in compliance with the labeling requirements outlined by the California Department of Public Health, as well as comply with any applicable Marijuana specific labeling requirements established by California Medical Marijuana statutes or codes.

Y. All finished products produced by a Medical Marijuana Processing Facility must be packaged in child resistant containers, prior to becoming commercially available and, therefore, leaving the facility.

Z. All batches of final product must be tested by a third party laboratory for potency of cannabinoids, residual solvents, mold, pesticides, and any other contaminants as may be

outlined in California Medical Marijuana statues or codes. In the event that the State of California requires testing by a State certified laboratory, the Permitee shall comply with such regulation.

AA. A Medical Marijuana Processing facility may only use solvents, which have been approved by the Food and Drug Administration for the processing or preparation of botanical, dietary supplements or food grade products.

BB. All processing or analytical testing devises used in a Medical Marijuana Processing facility must be UL listed, or otherwise approved for the intended use by the local Building Department and/or Fire Department. Any processing devices using only non-pressurized water are exempt from such approval.

CC. Any processing device used in a Medical Marijuana Processing facility, which utilized hydrocarbons or otherwise flammable solvents, must operate in a closed loop or in such a way that all solvent material is recovered in the process. All hazardous material must be disposed of in a manner which is compliant with all local, state, and federal guidelines for the disposal of hazardous materials.

Appendix A: Regulation of Uses by Zoning District

KEY:
P = Use permitted by right with Location and Development Plan Approval (subject to all local, State, and other applicable Code requirements)
C = Use requires Conditional Use Permit (Chapter 17.30 Adelanto Zoning Code)
Cm = Use Requires a Minor Conditional Use Permit (Chapter 17.30 Adelanto Zoning Code)
A = Use permitted as accessory use only (when such use is directly related to the primary use)
T = Use permitted as temporary use only (see Chapter 17.75)

Residential Zoning Districts:	Commercial and Mixed Use Zoning Districts:	Business Park and Manufacturing Zoning Districts	Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts
DL-9 = Desert Living 1 unit/9 acres	C = General Commercial	LM = Light Manufacturing	PU=Public Utility
DL-5 = Desert Living 1 unit/5 acres	MU = Mixed Use	MI = Manufacturing Industrial	PF = Public Facility
DL-2.5 = Desert Living 1 unit/2.5 acres		ADD = Airport Development District	OS = Open Space
R-S1 = Single Family Residential		BP = Business Park	DE = Greenbelt Corridor: Drainage Easement
R1-.5 = Single Family Residential (1/2 Acre)			UE = Greenbelt Corridor: Utility Easement
R1 = Single Family Residential			
R-S5 = Single Family Residential			
R3-8 = Medium Density Residential			
R-M12 = Medium Density Residential			

Residential R3-30 =
High Density
Residential

AP = Airport Park

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
AGRICULTURAL PRODUCTION and ANIMAL SERVICES[7]																				
Animal Keeping (subject to provisions of Title 7- Animals)[11]	A	A	A	A	A	A	A	A	A											
Animal Shelter (on lots greater than 2.5 acres only)									Cm			C	C	C	C					
Feed and Grain Sales	C										P	P	P							
Horses (Boarding and Raising as a Business), Kennels (subject to provisions of Title 7- Animals on lots greater than 2.5 acres only)	C																			
Taxidermist												P	P	P						
Veterinarian/Veterinary Hospital/Pet Grooming	C									P	P	P	P	P	P					
Medical Marijuana Cultivation[12]													C							
Medical Marijuana Research Development and Processing[12]													C							
RESIDENTIAL																				
Bed and Breakfast	P					P	P		P	P	P									
Dwelling Unit, Multiple Family, Two-Family (Duplex), Condominium						P	P	P		P										
Dwelling Unit, Single-Family (detached)	P	P	P	P	P		P		P									P		
Dwelling Unit - Second Units/Dependent Housing/Granny Flats	P	P	P	P	P	P	P		P											
Day Care Center, Adult Day Health and Child Care (Subject to California Department of Social Services:	C		C		C	C	C	C		C	C				C	C	C			
Day Care Home, Large Family (14 or fewer children), (Subject to California	C	C	C	C	C	C	C	C												

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Department of Social Services)																				
Day Care Home, Small Family (8 or fewer children) (Subject to California Department of Social Services)	P	P	P	P	P	P	P	P		C										
Group Homes not licensed by the State with 2 or more residents	C	C	C	C	C															
Single Room Occupancy Facilities	P	P	P	P	P	P	P	P		P										
Transitional and Supportive Housing	P	P	P	P	P	P	P	P		P										
Emergency and Homeless Shelters	P											C	C	C						
Residential Care Facility (7 or more persons)	C	C	C	C	C	C	C													
Residential Care Facility for 6 or fewer persons (includes facilities licensed and/or controlled by California Department of Social Services)	P	P	P	P	P	P	P	P												
Home Occupation (Use allowed subject to Chapter 17.95)	A	A	A	A	A	A	A	A	A	A										
Fraternal/Sorority Hall, Rooming										P	P	C	C							
Manufactured Home, Mobile Home (includes individual unit placed in a residential subdivision)	P	P	P	P	P				P											
Manufactured/Mobile Home Parks	C																			
Mobile Homes Sales											P	P								
Model Home	T	T	T	T	T	T	T	T												
Game Courts (Badminton/Tennis/Racquetball/Other) and Swimming Pool, Private	A	A	A	A	A	A	A	A												
INSTITUTIONAL																				
Educational																				

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Education Institution (including private, commercial, and vocational schools, **card room related training only)									C1	C	C	C	C		P					
Education Institution, Public (Subject to LDP approval)	P	P	P	P	P	P	P				P	P			P	P	P			
Prisons/Correctional Facilities												C	C		C					
Medical																				
Chiropractic/Physical Therapy Office										P	P	P			P					
Hospitals and Clinics										P	C	C		C	P	C	C			
Medical/Dental Offices										P	P	P	P	P	P					
Laboratories, Medical and Dental											C	P	P	P	P					
Pharmacy (see also Drugstore)[2, 9]										P	P	P			P					
Convalescent Hospital, Skilled Nursing Facility	C	C	C	C	C	C	C	C			P									
Public																				
Conference or Convention Centers										P		C	C	C	C	P	C			
Parks, Plazas and Trails	P	P	P	P	P	P	P			P					P		P	P	P	P
Visitor Centers										P	P									
Religious/Non-Profit																				
Churches, Temples, other religious institutions, non-profits (except administrative offices- see Offices). In residential zones, vehicular access shall be only from major arterial or major collector as designated in the General Plan Circulation Element.	C	C	C	C	C	C	C	C		C	P	P		C	C	C	C			
COMMERCIAL																				
Alcoholic Beverage Establishments																				

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Alcoholic Beverage Onsite Sales in establishments open to persons over the legal drinking age exclusively, not allowed within 1,000 feet of any residential zoning district or residential use, churches, parks, and/or educational institutions[3]										C										
Alcoholic Beverage Onsite Sales in establishments open to persons over the legal drinking age exclusively, more than 1,000 feet from any residential zoning district or residential use, churches, parks, and/or educational institutions[3]										C	C	C	C	C	C	C				
Alcoholic Beverage Onsite Sales as part of a bona fide sit down (non-age-restricted) restaurant[3]										P	P	P	P	P	P	P				
Alcoholic Beverage Offsite Sales within a supermarket or drug store[2,3,9]										P	P	P	P	P	P	P				
Alcoholic Beverage Offsite Sales in any store other than a supermarket or drug store[2,3,9]										C	C	C	C	C	C	C				
Wineries[3]	C											P	P	P						
Automobile, Vehicle Rentals and Sales Related Uses																				
Automobile Auction												C	C	C						
Automobiles/Recreational Vehicles/Boats/Motorcycles/Trucks[4], Sales- New & Used, and Rentals											P	P	P	P						
Service Station/Gas Station (Petroleum Products), including automobile service and Car Wash[4,9]											C	P	P	P						
Parking Lot and Parking Garages, Public[4]										C	P	P	P	P	C					

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Automobile, Vehicle Service and Repair																				
Automobile Accessory Sales and Installation, including parts supply (No overnight outside storage or parking; body work prohibited)[4,6]											P	P	P	P						
Automobile Service (Lubrication, Tune-ups, emission tests, batteries, mufflers, etc. No use of impact wrenches or other equipment that could create noise impacts; No overnight outside storage or parking; Paint, body work, upholstery prohibited)[4,6]											C	P	P	P						
Automobile Minor Repair (Brakes, tires, radiators, electrical, etc. No overnight outside storage or parking; Paint, body work, upholstery prohibited)[4,6l]											C	P	P	P						
Automobile Paint, Body, and Upholstery Shops[4,6]												C	C	C						
Communications/Utilities Distribution and Transmission																				
Cellular, Microwave Antenna/Towers and related equipment buildings[8]										C	C	C	C	C	C	C	C	C		C
Gas Distribution, Meter, and Control Station												P	P	P			P			C
Electricity Distribution & Transmission Substation (<5,000 SF)	C	C	C	C	C	C	C	C	C		P	P	P	P		P	P	C		C
Electricity Distribution & Transmission Substation (>5,000 SF)											C	C	C	C			C	C		C
Power Generating Facilities, Solar Energy and/or Wind Energy Conversion Systems >500 Kw [10]												C	C	C				C		C
Solar Energy and/or Wind Energy Conversion Systems <500 Kw						Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	Cm	C		Cm

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Solar Energy and/or Wind Energy Conversion Systems <25 Kw	P	P	P	P	P	P	P	P	P	P								C		
Radio/Television Broadcasting Studios (including Recording Studios)										P	P	P	P	P	P	A	A			
Telephone Repeater Stations	C	C	C	C	C	C	C	C		C	P	P	P	C	C	P	C			C
Eating and Drinking Establishments																				
Bakery, Coffeehouse, Delicatessen, Ice Cream Parlor, and other similar eating establishments[2]									C	P	P	P	P	P	P	P				
Catering Service									C	P	P	P	P	P	P					
Nightclubs/Taverns/Bars[3,9]										C	C	C			C					
Restaurant, No Alcohol Sales									C	P	P	P	P	P	P		P			
Restaurant, Drive-Thru[2], no alcohol sales									C		C	C	C	C						
Restaurant, with Alcohol Sales[3]	See " Alcoholic Beverage Onsite Sales"																			
Entertainment/Recreation																				
Adult Business (subject to Adult Business Ordinance)													C							
Amusement Park, Entertainment Center (including Arcade, Live Theater, Bowling, Ice and Roller Skating, Indoor Soccer and Hockey Arena)										C	C	C	C			C				
Billiard/Pool Hall[9]										C	C	C		C						
Batting Cages, Indoor or Outdoor											P	P	P	P		P				
Card Rooms[9]										C	C									
Carnival, Circus, or Fair										T	T	T	T	T		T	T			
Club - Athletic, Health, or Recreation (including Dance Studios)										P	P	P	P	P	P	P				
Dance Hall/Dance Club										C	C	C	C	C						

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Game Courts, Commercial										P	P	P	P	P	P	P	P			C
Golf Course and Driving Range, Clubhouse, Country Club	C	C	C	C	C	C	C				C	C		C			C			C
Movie Theater										P	P									
Shooting Range, Indoor and Outdoor (outdoor ranges prohibited in the C and OS)											C	C	C				C			C
Stable, Public (Boarding/Riding) and Private - Boarding allowed as accessory use in DL	P								A								C			C
Food and Beverage Stores																				
Convenience Market, Health Food Store[2,3,9]									C	P	P	P			P					
Drug store[2,3,9]										P	P	P								
Grocery Store, Retail, Discount, and Club Stores[2,3,9]										P	P	P	P	P						
General Merchandise Stores																				
Department Store, Specialty Stores										P	P									
Discount Stores, Home Improvement Center										P	P	P								
Lodging																				
Hotel, Motel *(more than 50 rooms requires a CUP)										P	P*	P			P					
Recreational Vehicle Park and Campgrounds												C	C							C
Offices																				
Administrative, Professional, and Other Related Offices										P	P	P	A	A	P	A				
Financial Institutions (Banks, Credit Unions, Check Cashing, Pay Advance,										P	P	P	P	P	P					

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Money Transfer, etc.)[2]																				
Business Services																				
Copy Services, Postal Services, and Parcel Delivery Service										P	P	P	P	P	P					
Personal Services[7]																				
Barber/Beauty Shop/Cosmetologist/Massage Parlor/ Acupuncturist										P	P	P								
Cemetery/Mausoleums	C																			C
Dressmaker/Tailor Shop										P	P	P			P					
Dry Cleaner (Storefront Type); Laundry Service[2]										P	P	P		P	P					
Funeral Parlor, Mortuary										C	C	P		P						
Repair and Maintenance Services[7]																				
Shoe and Watch Repair/Sales, Locksmith										P	P	P	P	P	P		A			
Janitorial Service, Pest Control Service										P	P	P	P	P	P					
Retail[7]																				
Temporary Uses and Structures (Subject to Section 17.75)	T									T	T	T	T	T	T	T	T			
General Retail Sales (including the following: Antiques, Appliance Sales/Repairs; Art Gallery/Supplies; Books/Music; Clothing/Accessories; Costumes; Coins/Collectables; Food Products; Glass Shops/Studios; Hardware; Hobby, Gift, and Floral Shops; Home Improvement Goods/Home Furnishings; Medical Supplies; Newsstands; Nursery/Garden								C[1]	C[1]	P	P	P	P	P	C	A				

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Equipment; Office Equipment/Supplies; Pet Shop; Photography Studio/Photofinishing; Sporting Goods; Toy Stores[9]																				
Pawnshop, Secondhand Store										P	P	P								
INDUSTRIAL[7]																				
Ambulance Service												P	P							
Printing, Publishing, Bookbinding (including Lithographic and Newspaper Printing)										P		P	P	P	P					
Recreational Vehicle Repair, Supplies									C[1]			P	P	P						
Laboratories, Chemical, Research, and Testing												C	C	C	C					
Machine/Sheet Metal Shop, Metal Engraving, Silk Screen Shop									C[1]	C		P	P	P	P					
Industrial/Heavy Equipment, Sales, Service, and Rental (including, but not limited to Construction Equipment; Refrigeration; Vending Machines)												C	P	P						
Junk, Salvage, Vehicle Wrecking, and Impound Yard													C	C						
Outdoor Storage, as a Primary use												C	C	C						
Recycling Facilities, Commercial												C	C	C						
Recycling Facilities, Public (collection only)											P	C	C	C			C			
Sanitary Landfill, Waste Haulers, Material Recovery Facility													C							
Sewage Treatment Plant													P	P			C			C
Upholstery Shop, Welding Shop									C[1]			P	P	P						

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Construction[7]																				
Building Materials/Lumber/Plumbing Supply Yard												P	P	P						
Construction Office (on the same site as the construction activity)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			
Contractor Storage Yard, Machinery Storage Yard			T									C	C	C						
Horticultural (Landscape and Gardening) Services	C									P	P	P	P	P						
Manufacture and Wholesale[7]																				
Assembly, Manufacturing (Including food and beverage production and processing), Restoration of Goods; Except Tires									C[1]			P	P	P	C					
Batch plants, aggregate products and other similar manufacturing uses													C	C						
Dry Cleaning Plant, Large-Scale Commercial Type												P	P	P						
Oil Exploration, Drilling, and Production (Limited to areas w/minimum lot size)														C						
Sand and Gravel Pit, subject to Surface Materials and Reclamation Act (SMARA)													C	C						
Swap Meet[9]										T	T	C	C	C		T	T			
Wholesale Businesses (Including Electrical, Mechanical, Carpentry, Cabinetry)									C[1]	C		P	P	P	C					
Warehouse/Distribution/Storage/Transportation[7]																				
Transfer, Moving, and Storage												C	C	C						
Truck Terminals (includes Freight to Freight, Cross Dock, Parcel Delivery													C	C						

LAND USE	ZONE DISTRICT																			
	Residential									Commercial and Mixed Use		Business and Manufacturing				Public Facility, Public Utility, Open Space, Public Land and Schools and Greenbelt Corridors Districts				
	DL (9, 5, 2.5)	R-S1	R1-.5	R1	R-S5	R3-8	R-M12	R3-30	AP	MU	C	LM	MI	ADD	BP	PU	PF	OS	DE	UE
Terminals), Truck Parking																				
Truck and Trailer (and similar heavy transportation equipment) Sales, Repair (all repair to be conducted entirely within an enclosed building)[5]									C[1]			C	C	C						
Mini-Warehouse/Storage Facilities/Recreational Vehicle Storage (in AP zone - Aviation hangar less than 10,000 square feet is a permitted use, over 10,000 square feet requires a CUP), may include one (1) caretaker unit.									C[1]			C	C	C						
Warehouse/Distribution, Cold Storage (in AP zone - Aviation hangar less than 10,000 square feet is a permitted use, over 10,000 square feet requires a CUP)									C[1]			P	P	P	C					

Note: Uses not shown above as Permitted, Conditionally Permitted, Accessory, or Temporary are prohibited in the zoning district as determined by the Director of Planning or their designee.

Footnotes:

1. Aviation/Aircraft related uses only in the AP zone
2. Drive-thru requires Conditional Use Permit (CUP). A minor Conditional Use Permit (CUPm) may be allowed under certain circumstances, see Chapter 17.25.
3. Use allowed subject to Chapter 17.25.
4. Light duty trucks, less than 2 ton carrying capacity.
5. Heavy duty trucks, greater than 2 tons carrying capacity.
6. All uses shall be conducted in a fully enclosed building.
7. Sales, storage, or use, of any materials classified as toxic or hazardous by either the federal or state government as a substantial part of the total use shall require a CUP, as shall the parking or storage of vehicles used to carry such materials.
8. Co-location and wall antennas require LDPm/CUPm when placed on existing structures per Code, all other proposals require review and approval of an LDP/CUP.
9. No tobacco retailer shall be permitted to sell, donate, distribute, or deliver to any person(s) tobacco products within 1,000 feet of any playground, church, public library, school, or any childcare facility or similar entity providing structured, organized care for youth; see Section 17.80.040.
10. Power Generating Facilities, Solar Energy and/or Wind Energy Conversion Systems >500 Kw are allowed in all zones west of Richardson Road and/or north of Calleja Avenue with approval of a LDP/CUP.
11. Until referenced to R3-30 is included in Title 7 of the Municipal Code, Animal Keeping shall be allowed in the R3-30- district the same as is allowed in the R3-8 district.
12. Only allowed in the Industrial Parks.

RESOLUTION NO. P-16-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ADELANTO, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, FINDING THE APPROVAL OF CODE AMENDMENT 16-02 EXEMPT PURSUANT TO SECTION 15061 (B) (3) REVIEW FOR EXEMPTIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AS THE CODE AMENDMENT WILL NOT CAUSE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AND RECOMMENDING TO THE CITY COUNCIL DENIAL OF CODE AMENDMENT 16-02 TO AMEND TITLE 17, ADDING SECTION 17.80.090, AMENDING THE TABLE OF CONTENTS AND APPENDIX A OF THE ADELANTO MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA RESEARCH DEVELOPMENT AND PROCESSING.

WHEREAS, the City of Adelanto adopted, Title 17 as part of the City of Adelanto Municipal Code establishing among other things the regulation of Land Uses; and

WHEREAS, a duly noticed public hearing was held before the Planning Commission on the 29th day of March, 2016; to hear public testimony and consider the proposal; and

WHEREAS, the City has complied with the California Environmental Quality Act.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF ADELANTO HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. The Planning Commission has reviewed and considered the information included in the General Plan, staff reports for the public hearing, and public testimony prior to taking action on the proposed Code Amendment. This information is on file and available at the Community Development Department at the City Hall of the City of Adelanto.

Section 3. The Planning Commission finds and determines that the adoption of Code Amendment 16-02 exempt pursuant to Section 15061 (b) (3) Review for Exemptions of the California Environmental Quality Act because the Code Amendment will not cause a significant effect on the environment and the Planning Commission determinations reflect the independent judgment of the Planning Commission.

Section 4. The Planning Commission hereby further finds and determines that the City has followed the procedures for Ordinance Amendments as set forth in the California Government Code.

Section 5. The Planning Commission hereby finds and determines:

a) That the proposed amendment is in the public interest, and that there will be a community benefit resulting from the amendment;

This finding is not met. Although, the amendment is in compliance with State Law and benefits Medical Marijuana patients, it is not in the public interest and will not result in a community benefit.

b) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan.

The amendment benefits the community which is consistent with the General Plan.

c) That the proposed amendment will not conflict with provisions of the Zoning Code, subdivision regulations, or any applicable specific plan; and

The proposed amendment is consistent with the Zoning Code, subdivision regulations and any specific plan.

d) In the event that the proposed amendment is a change to the land use policy map that the amendment will not adversely affect surrounding properties.

The proposed amendment is not a change to the land use policy map.

Section 6. The Planning Commission of the City of Adelanto hereby recommends to the City Council denial of Code Amendment 16-02.

Attachments:
Draft Ordinance 545
Draft Table of Contents
Draft Special Use Standards
Draft Appendix A

PASSED, DENIED AND ADOPTED this 29th day of March, 2016.

_____
Chris Waggener
Chairman to the Planning Commission

_____
Virginia Cervantes
Secretary to the Planning Commission

I, Virginia Cervantes, Planning Secretary for the Planning Commission of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. P-16-08 was duly and regularly adopted at a regular meeting of the Planning Commission of the City of Adelanto on the 29th day of March, 2016, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 29th day of March, 2016.

_____
Virginia Cervantes
Secretary to the Planning Commission