



STAFF REPORT

TO: City Council
FROM: City Manager
DATE: June 12, 2007

SUBJECT: Renewal of Chamber of Commerce Service Agreement

RECOMMENDATION: Receive updated and revised service agreement with the Chamber of Commerce; adopt as submitted.

ORDER OF PROCEDURE:

Request Staff Report (Michael Tree Presenting)
Council Questions of Staff
Request Public Comment
Council Discussion
Motion/Second
Discussion of Motion
Call the Question (roll call vote)

Attachments

1. FY 07-08 Contract with Chamber of Commerce

BACKGROUND: The City Council has contracted with the Chamber of Commerce (“Chamber”) for several years. The purpose of the contract with the Chamber has been to provide a local office and staffing to answer inquiries about the City, its people, businesses and employers, recreational facilities, environment, and other matters. Under the current agreement the Chamber, in addition to providing the abovementioned services, also serves the City by organizing community promotional events (Pioneer Days, etc.), monthly mixers, a visitor guide, and business promotional events.

The Chamber also serves the City by acting as the community’s Convention and Visitors Bureau Services. Acting in this capacity the Chamber is required to provide services that include the active maintenance of the Twentynine Palms Convention and Visitors Bureau web-site, which includes vacation and travel information and planning assistance. In addition, as the City’s Convention and Visitors Bureau the Chamber encourages and promotes tours, meetings and conferences, and facilitates the presence at the California Welcome Center.

The attached agreement, prepared by staff and the City Attorney, has the Chamber service agreement (\$51,101) and the Convention and Visitors Bureau agreement (\$28,099) in one document. The agreement is for one year and provides for services and an annual consumer price index increase through June 30, 2008. The agreement is for specific services and deliverables, specifies certain work for the Chamber and requires periodic progress reports.

ALTERNATIVES: The Council can direct staff to renegotiate the contract and services or may choose to cancel service agreement.

FISCAL IMPACT: \$51,101 in General Funds and \$28,099 in Transit Occupancy Tax Funding

Review of Staff Report:

_____ City Manager

_____ City Attorney

_____ City Engineer

_____ Department Head

AGREEMENT FOR SERVICES BETWEEN THE TWENTYNINE PALMS CHAMBER OF COMMERCE AND THE CITY OF TWENTYNINE PALMS

This Agreement For Services (“Agreement”) is made and entered into this 12th day of June 2007, and between the Twentynine Palms Chamber of Commerce, a nonprofit corporation (“Chamber”), and the City of Twentynine Palms (“City”).

PART A: Chamber of Commerce Services

WHEREAS, the City has determined that the welfare of the citizens of the City as well as its development and continued economic progress requires that certain services be afforded and rendered regarding inquiries to and about the City, its people, businesses and employers, recreational facilities, environment, and other matters; and

WHEREAS, the City does not have a constituted department for dissemination of such information; and

WHEREAS, the Chamber is duly organized and constituted, and has the resources to render to the City and its citizens such services in addition to those which are for the purpose of its members; and

WHEREAS, the Chamber has a Board of Directors, a full time office and Executive Director to carry out its functions; and

WHEREAS, due to the nature of the Chamber’s organization, the City deems it necessary and appropriate and in the furtherance of the public good, that this Agreement be entered into by and between the Chamber and the City pursuant to the above stated objectives.

NOW, THEREFORE, In consideration of the following terms and conditions, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

A.1. Payment for Services: The City shall, for the term of this Agreement, pay to the Chamber a total sum of \$51,101, payable in 12 equal monthly installments and conditioned upon (i) the submission of a monthly report detailing the activities undertaken by the Chamber on behalf of the City, as such activities are specified in Section A.5 of this Agreement, and (ii) approval of the report by the City Council at the first City Council meeting of each month. In addition to a description of activities undertaken pursuant to Section A.5 of this Agreement, the report shall also include, but is not limited to, the number of calls received regarding business and personal relocation, number of promotional letters sent out promoting the City as the place to locate a business, the number and type of business seminars conducted, and the number of unsolicited contacts made with local businesses to promote the Chamber

and City, etc. If a non-acceptable report is submitted, or no report is submitted, no monthly payment will be made until a report is submitted and accepted by the City Council at a regular City Council meeting.

Beginning July 1, 2007, the \$51,101 described in this Section A.1 shall be adjusted by the City in an amount equal to its determination of the change in the Los Angeles/Riverside/Orange County, CA Consumer Price Index for the preceding annual period and shall continue to be adjusted on an annual basis. However, the amount of any adjustment will not exceed five (5) percent.

A.2. Payable: In equal monthly installments; provided however, that the City Manager or his designee may authorize advances in excess of said rate if he or she determines that such advances are for out-of-pocket costs for services or products consistent with the purposes of this Agreement, and are applied against the total amount payable under this Agreement.

A.3. The Chamber is solely responsible for all of its business premises, equipment, office space, supplies and other office contents (collectively, "Business Premises"), and is solely responsible for damages, destruction or insurance coverage relating to such Business Premises. The Chamber agrees to staff and maintain its Business Premises to reflect community standards and to provide a pleasant setting within the City.

A.4. Upon request, the City shall provide available demographic information and such other related materials to assist the Chamber in carrying out the purposes described herein.

A.5. The Chamber will furnish to the City such information and assistance as required to enhance the City's ability to benefit the citizens of the City. Services rendered by the Chamber shall include, but are not necessarily limited to, the following:

- a) The establishment, operation and maintenance of an information and public relations center regarding Twentynine Palms, its businesses and employers, recreational facilities and environment, as well as an active web site on the Internet.
- b) The establishment and maintenance of general information regarding the City's plans and objectives, private industry, businesses, and other endeavors.
- c) The creation and maintenance of a "Visitors Guide" and other promotional materials to be distributed throughout the area and readily available to the general public. In addition, the Chamber will mail informational packages to inquirers from throughout the world.
- d) Insofar as reasonably possible, the Chamber will mediate complaints and other matters involving local businesses.

- e) Participation in committees and organizations addressing and promoting the business in the City, and the relationship with the Marine Corps Air Ground Combat Center and the Joshua Tree National Park.
- f) Promotion of the qualities and amenities of the community with new and ongoing public relations campaigns.
- g) Create and conduct promotional events in the City of Twentynine Palms, such as the annual Pioneer Days celebration, the Christmas Light Parade, monthly mixers, and business promotional events.
- h) Have information and applications available for Federal, State, County, and City business grants and loans, provide economic development information, and assist local businesses by putting them in touch with business plan advisors, insurance brokers, lenders and others who can assist them with their business development.

A.6. In addition to the monthly report, at least semi-annually, the Chamber will provide a verbal report at a regular City Council meeting summarizing and providing an overview of the activities and accomplishments of the Chamber since the last semi-annual report.

A.7. The Chamber shall make available to the public and media, at least 72 hours prior to their Board meeting, a copy of the agenda indicating the items that will be discussed by the Board at that meeting.

A.8. Recognizing that direct contact with businesses located outside the local area is important, the Chamber agrees to actively assist the City in making contacts with businesses outside the City's jurisdiction that may be interested in relocating to Twentynine Palms.

A.9. The City Manager or designee shall review and approve Chamber materials that represent positions of the City Council or City. The City Manager or designee shall attend all Chamber Board meetings as a representative of the City.

A.10. For Chamber events that require City permits, the Chamber shall be charged for only that portion of City fees necessary to pay actual contractual costs; however, unless specifically waived by the City Council, the Chamber shall comply with all other permit requirements applicable to an event under state, federal or local laws.

A.11. The Chamber shall be and remain an independent contractor. Employees of the Chamber shall not be deemed to be employees of the City as a result of this Agreement. Chamber-sponsored functions shall not be deemed to be sponsored or endorsed by the City, unless the City Council or City Manager accepts such endorsement in writing.

A.12. The Chamber of Commerce shall indemnify, defend, protect, and hold the City harmless from and against any and all claims, demands or liabilities arising or alleged to arise as a result of the Chamber's acts or omissions arising from its breach of, or performance under, this Agreement.

A.13. The City shall be listed as an additional insured on applicable Chamber liability and special event insurance policies.

PART B. Convention and Visitors Bureau Services

WHEREAS, the City recently increased its Transient Occupancy Tax from 7% to 9% with the support and encouragement of local businesses within the hospitality industry, including but not limited to innkeepers, restaurants, gift shops, artists, art galleries, museums, shopkeepers and related institutions (collectively "Hospitality Businesses").

WHEREAS, the City previously reached an informal understanding with the Hospitality Businesses whereby the City would dedicate approximately one half of the increased Transient Occupancy Tax proceeds to investments that would directly or indirectly benefit the City's Hospitality Businesses.

WHEREAS, the City now intends to take actions in furtherance of its informal understanding with the Hospitality Businesses by paying a percentage of funds from the increased Transient Occupancy Tax to the Chamber and to be used exclusively for the benefit of Hospitality Businesses in the City. The funds provided to the Chamber pursuant to this Part B shall not equal the full one (1) percent of the increased Transient Occupancy Tax proceeds.

WHEREAS, notwithstanding the fact that the City's informal understanding with local Hospitality Businesses was not intended to be a binding contract, the Chamber's obligations pursuant to the terms of this Part B shall be fully binding upon the Chamber.

NOW, THEREFORE, In consideration of the following terms and conditions, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

B.1. Part B of this Agreement can be terminated by either party with 90 days notice in writing.

B.2. Payment for Services: An additional \$28,099 per year, sum to be increased annually by the amount of the CPI as stated Section A.1 of this Agreement, this Part B is subject to the City's annual determination that additional funding is available.

B.3. Payable: In equal monthly installments; provided however, that the City Manager or his designee may authorize advances in excess of said rate if he or she determines that such advances are for out-of-pocket costs for services or products consistent with the purposes of this Agreement, and are applied against the total amount payable under this Agreement.

B.4. Reports to the City: Written reports on activities under this Agreement shall be rendered monthly to the City pursuant to Section A.1, and verbal reports semi-annually pursuant to Section A.6 of this Agreement.

B.5. Services: Services rendered pursuant to this Part B, shall include:

- a) Acting as the “Convention and Visitors’ Bureau” for the City.
- b) The operation and maintenance of an information and public relations center regarding Twentynine Palms, its recreational facilities and environment, and other information as available and serving as a welcoming center for tourists and visitors.
- c) Actively maintaining at least one Internet web site regarding Twentynine Palms which includes vacation and travel information and planning assistance, preparing downloadable brochures, etc.
- d) Cooperating with the lodging and other local tourism industry businesses in promoting the City’s Hospitality Businesses and industry. May include attending and/or hosting hospitality industry conferences and meetings.
- e) Encouraging and promoting tours, meetings and conferences which might benefit the Hospitality Businesses and the City such as arts, cultural, natural history related events at Joshua Tree National Park, MCAGCC, Copper Mountain College, Art Gallery and the Historical Museum, Morongo Basin Arts Council, etc.
- f) Facilitate Twentynine Palms’ presence at the California Welcome Center.
- g) Promote, maintain, support and market the City and environs as a location for the film industry.
- h) Promote Twentynine Palms as a destination resort, residential and retirement community.
- i) Create and, as reasonably possible, maintain a calendar of local events.
- j) Maintain information on attractions, activities, recreation, entertainment, events, site-seeing, camping, RV services, JTNP, BLM, wilderness and other desert information and items of cultural interest in Twentynine Palms and our region both online and, as possible, as brochures in the Visitors Center.
- k) Provide vacation builder/travel hub information. Develop various types of 1 day and 2 to 5 day tours of the Twentynine Palms region. Also provide photos, maps, descriptions, CVB Internet information, brochures and handouts.

- l) Identify and promote seasonal opportunities for visitation to Twentynine Palms to include 'Snowbirds', wildflower blooms, summer nights, winter camping and hiking, viewing opportunities for regional bird migration periods, naturalists, wildlife enthusiasts, bicyclists, motorcyclists and others.
- m) Promote tourism and visitation to the City through publicity, public relations and marketing programs.
- n) The creation and distribution of promotional and advertising materials to targeted groups via print, email and/or website(s) as appropriate to the group or the publication.
- o) Provide web ready informational packages to inquirers from throughout the world relating to tourism or other topics in furtherance of the City's Hospitality Businesses and industry.
- p) Promote and support area groups and organizations who undertake mural project programs, cultural arts events, festivals and other programs with benefit the City and its Hospitality Businesses.
- q) When possible and appropriate, provide grants to support the above efforts.

B.6. Annually, in the spring and prior to adoption of the City and Chamber Fiscal year budgets, City and Chamber shall review the prior year's performance, identify successful programs, eliminate unnecessary or unrewarding programs and shall identify specific projects and programs for special attention in the forthcoming fiscal year.

B.7. The "Convention and Visitors' Bureau" focus shall be on the continuing development and placement of information, photographs, articles, brochures on the Convention and Visitors Bureau website, development of a computer kiosk at the Visitor's Center, and on international marketing.

B.8. Progress; Due Diligence: It is understood by all parties to the Agreement, that the above matters covered in Part B will take many years to accomplish in their entirety and that this Paragraph is intended to provide a method for the Chamber to commence such activities and to follow them up with due diligence, in light of the resources being provided hereunder. The reporting requirements in the Agreement provide a Mechanism for the Chamber to demonstrate to the City that reasonable progress is being made.

PART C: General Provisions

The following provisions apply to this Agreement in its entirety and apply equally to Part A and Part B of this Agreement:

C.1. Recitals: All Recitals are incorporated into the terms of this Agreement as though fully set forth therein.

C.2. Modification: This Agreement shall be modified or amended only in writing when signed by both parties.

C.3. No Waiver: No breach of this Agreement by either party shall be deemed a continuing waiver of any term or condition thereof.

C.4. Term: This Agreement shall commence as of July 1, 2007, and shall remain in effect until June 30, 2008. Thereafter it may be continued annually by the mutual consent of both parties.

C.5. Superceding Effect: This Agreement supersedes any and all agreements between the parties entered into prior to July 1, 2007. This Agreement contains the entire Agreement of the parties.'

C.6. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but when taken together shall constitute but one agreement.

C.7. General Severability: In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

C.8. Severability of Subparts: Part A and Part B of this Agreement are fully severable at the option of the City. The City may, at any time, terminate or cancel either Part without any affect upon the validity and enforceability of the remaining Part.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date and year first above written.

CITY OF TWENTYNINE PALMS

By _____
Joel Klink, Mayor

ATTEST:

Charlene L. Sherwood, City Clerk

TWENTYNINE PALMS CHAMBER OF COMMERCE

By _____
Mel Berlin, President



STAFF REPORT

TO: City Council
FROM: City Manager
DATE: May 22, 2007

SUBJECT: Adoption of Ordinance No. 205 Implementing AB 2987

RECOMMENDATION: The City Council conduct the Public Hearing, introduce Ordinance No. 205, and direct staff to bring the item back to the City Council for adoption.

ORDER OF PROCEDURE:

Request Staff Report (Michael Tree Presenting)
Council Questions of Staff
Open Public Hearing
Request Public Comment
Close Public Hearing
Council Discussion
Motion/Second
Discussion of Motion
Call the Question (roll call vote)

Attachments Ordinance No. 205

BACKGROUND: AB 2987 is the new state video franchising statute which became effective January 1, 2007. AB 2987 authorizes the California Public Utilities Commission (CPUC) to issue statewide franchises to, among others, telephone companies wishing to enter the video business. A statewide franchise has already been issued to Verizon and, in all probability, will soon be issued to AT&T as well.

Much of AB 2987 is self implementing. However, in order to ensure the continued collection of the five percent (5%) Franchise Fee, the one percent (1%) public, educational, and governmental grant (also known as the PEG Fee), and to enforce the state mandated customer service standards, the City must undertake certain formal adoptions pursuant to the statute. Ordinance No. 205 has been created to make such adoptions.

ALTERNATIVES: None

FISCAL IMPACT: Non-Adoption of Ordinance No. 205 could result in the City losing approximately \$50,000 in franchise fees and PEG Fees.

Review of Staff Report: _____
City Manager City Attorney City Engineer Department Head

ORDINANCE NO. 205

THE PEOPLE OF THE CITY OF TWENTYNINE PALMS
DO ORDAIN AS FOLLOWS:

Article I. Video Franchise Fees, Customer Service and Other Video-Related Matters.

Section 1.00 Regulation of State Video Franchises and City Video Franchises.

Under State law effective January 1, 2007, the California Public Utilities Commission (“PUC”) will have the authority to grant state video franchises (“State Franchises”). The City of Twentynine Palms (the “City”) will acquire certain rights and responsibilities with respect to state video franchise holders. These include the receipt of a franchise fee and a fee for Public, Educational and Government (“PEG”) purposes, both based on a percentage of the gross revenues of state franchise holders, as well as the establishment and enforcement of penalties for violations of customer service rules.

Section 1.01 State Video Franchise Fees.

- (a) Any state video franchise holder (“State Franchisee”) operating within the boundaries of the City of Twentynine Palms shall pay a fee to the City equal to five percent (5%) of the Gross Revenue of that State Franchisee.
- (b) Any State Franchisee operating within the boundaries of the City of Twentynine Palms shall pay an additional fee to the City equal to one percent (1%) of the Gross Revenue of that State Franchisee, which fee shall be used by the City for PEG purposes consistent with state and federal law.
- (c) Gross Revenue, for the purposes of (a) and (b) above, shall have the definition set forth in California Public Utilities Code § 5860.

Section 1.02 Audit Authority.

Not more than once annually, the City may examine and perform an audit of the business records of a State Franchisee to ensure compliance with Section 1.01.

Section 1.03 Customer Service Penalties Under State Franchises.

- (a) The holder of a State Franchise shall comply with all applicable state and federal customer service and protection standards pertaining to the provision of video service.
- (b) The City Manager, or his/her designee, shall monitor the compliance of State Franchisee(s) with respect to state and federal customer service and protection standards. The City Manager, or his/her designee, shall provide the State Franchisee(s) written notice of any material breaches of applicable customer service standards, and shall allow the State Franchisee(s) thirty (30) days from the receipt of the notice to remedy the

specified material breach. Material breaches not remedied within the 30-day time period shall be subject to the following penalties by the City Manager, or his/her designee.

- (i) For the first occurrence of a violation, a fine of \$500.00 shall be imposed for each day the violation remains in effect, not to exceed \$1500.00 for each violation.
- (ii) For a second violation of the same nature within 12 months, a fine of \$1,000.00 shall be imposed for each day the violation remains in effect, not to exceed \$3,000.00 for each violation.
- (c) A State Franchisee may appeal a penalty assessed to the City Council within sixty (60) days. After relevant speakers are heard, and any necessary staff reports are submitted, the City Council will vote to either uphold or vacate the penalty. The City Council's decision on the imposition of a penalty shall be final.

Section 1.04 City Response to State Franchise Applications.

- (a) Applicants for State Franchises within the boundaries of the City of Twentynine Palms must concurrently provide complete copies to the City of any application or amendments to applications filed with the PUC. One complete copy must be provided to the City Clerk, and one complete copy to the City Manager.
- (b) The City Manager shall provide any appropriate comments to the PUC regarding an application or an amendment to an application for a State Franchise.

I hereby certify that this ordinance was passed by the Council of the City of Twentynine Palms, at its meeting of June 12, 2007.

By: _____
Charlene L. Sherwood CMC, City Clerk

APPROVED AND ADOPTED THIS 12TH DAY OF JUNE 2007.

AYES: COUNCIL MEMEBRS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Joel A. Klink, Mayor

Approved as to Form and Legality

By: _____

William M. Marticorena
Rutan & Tucker, LLP
Special Counsel

ATTEST:

Charlene L. Sherwood, City Clerk

I hereby certify that the foregoing is a true copy of Ordinance No. 205 duly adopted by the City Council of the City of Twentynine Palms in a meeting held on the 12th day of June, 2007, in Twentynine Palms, California.

Dated this 12th day of June, 2007.

Charlene L. Sherwood CMC, City Clerk

TWENTYNINE PALMS CHAMBER OF COMMERCE AND VISITORS BUREAU

MONTHLY RECAP REPORT: May 2007

Chamber staff has participated in arranging a **Cultural and Heritage Workshop** to be held at the Harvey House in Barstow, June 12, 2007, from 3pm-7pm, cost is \$25.00 per person. The Workshop will facilitate cooperative promotional projects and events and promote a greater understanding of economic and social benefits associated with arts, culture and heritage within our Desert Region. For reservations please call 760-256-8617.

California Cultural and Heritage Tourism Council encourages cross-agency, cross-county and cross-regional communication and partnerships among those with an interest in arts, culture, heritage and tourism. Among its functions are to identify, communicate and be a resource of funding opportunities and grants and to encourage collaboration on cultural and heritage preservation and tourism.

Chamber Board of Directors and staff wish to thank Mr. Ray Kinsman, Action Council for 29 Palms, Gerri Hagman, Skys the Limit and Syndee Slayton, Morongo Basin Cultural Arts for their participation as panelists in the Workshop. This is an exciting opportunity to promote Twentynine Palms and establish networking with other desert areas.

Friday, June 8, 5:30 to 7:30PM Tri Chambers event of "America's Best Idea." This exhibit features color panoramic prints of America's fifty-eight national parks. All images in the exhibit were taken by photographer Stan Jorstad. The exhibit is being hosted by the Joshua Tree National Park Association, the non-profit partner of Joshua Tree National Park, at the Joshua Tree Visitor Center in Joshua Tree.

VISITOR SERVICES

New information/publications available in the Visitor Center include:

- June SBA classes;
- Street Fair and Car Show brochures and entry forms;
- June Chamber Newsletter
- "The Sky is Falling," pamphlet by The Mojave Desert Land Trust;
- Cultural & Heritage Workshop flyer;

- Poolside Party postcard by The Mojave Desert Land Trust;

Gift Shop -

- Sales in Gift Shop for May 2007: \$197.50

May New Members: 2

Total Chamber Members: 265

Contact Statistics: May 2007:

Phone Calls: 1,146

Visitors: 137

Information Packets: 4

29chamber.com

Successful requests: 1,940,677

Average successful requests per day: 4,090

Successful requests for pages: 394,136

Updates to the 29chamber.com included

- New lodging page with lodging link button on front page;
- URL links to the Hi-Desert Playhouse and Cultural Center, Creative Art Center and the Morongo Basin Cultural Arts Council;
- City of Twentynine Palms Recreation page created for additional area activities;
- Additional URL links created to the Joshua Tree National Park for visitor activities;
- Completion of up load ding maps created by Chamber staff that includes Points of Interests, Restaurants, Lodging, Places of Worship, JTNP, and getting to Las Vegas;
- Annual events page was updated with photos, descriptions and links to each events separate webpage;
- Created two pages for the Chamber's weekly e-newsletter to include current page and an archive page.

Visit29.org:

Successful requests: 2,029,677

Average successful requests per day: 1,617

Successful requests for pages: 291,436

Updates to the visit29.org included

- Bird watching, horseback riding, skateboarding, ranger led programs in JTNP, and the Visitor Centers Point of Interests map were added to site;

- Update and addition to the Annual Events page, complete with photos and URL links that include: Joshua Tree Music Festival, Parade of Homes, Open Studio Art Tours and Gubler Orchid Festival;
- URL link added to MCAGCC.
- Hospice 25 Years Open House,
- Tri-Chamber event of “Americas Best Idea;”
- Mixer sponsored by Century 21-Mirage;
- Cultural and Heritage Workshop;
- OSHA’s Heat Illness Regulations;

MARKETING

- Steering Committee for Travel Media Showcase met on May 23, 2007;
- Partnership with Palm Springs Tourism Bureau for TMS Post Fam Tour was completed on May 23, 2007;
- Participation on committee workshop on the Cultural and Heritage Workshop;
- Caltia (California Tourism Commission) has introduced an interactive website that allows us to post in the Rural Reciprocal Marketing, What’s New in California Newsletter, and the Culture California website programs;
- Presented results of Chamber Visitor and Lodging Facilities Surveys to City of Twentynine Palms Economic Development Task Force;
- Preparing for submission of articles with information regarding Summer & Fall events to newspapers, magazines, and websites;

Tours, Conferences & Meetings

- Arranged informational conference with Jim Ricker, USMC, and Sabrina Commercial regarding USMC demographics, May 9, 2007;
- Arranged for Sabrina Commercial to tour USMC Base, May 18, 2007;
- Working on additional tour aboard base with Sabrina Commercial’s investors (on-going);
- City Council Connections, 29 Palms Inn, May 9, 2007;
- Cultural Heritage and Tourism Workshop Steering Committee, (on going);
- Partnering with Twentynine Palms Rotary to host OSHA’s new Heat Illness Regulations;

Other Marketing

Chamber will capitalize event information regarding the following:

- Street Fair and Car Show;

The following articles highlighted Twentynine Palms area and events:

- Climbing-Outdoor Video Magazine, “*Bouldering in Joshua Tree,*” April 2007;
- Palm Springs Vacation-Travel Guide, “Joshua Tree National Park, April 2007;
- Defense Industry Daily, “*\$461.6M for MOUT Training Center in Twentynine Palms,*” April 2007;
- TripAdvisor, “*wonderful, wonderful, wonderful,*” travel review of The Roughly Manor, April 23, 2007;
- The Desert Sun, “*Wildflowers on film,*” April 21, 2007;
- Desert USA message board, “*29 Palms Fire Dept Seeks Help,*” April 28, 2007;
- Sacramento Bee, “*Monarchs Blog and Q&A,*” May 2007;
- Animation World Magazine, “*Online Games Get Serious,*” May 2007;
- North County Times, “*Joshua Tree Music Festival,*” May 2007;
- ARTSCAN, “*Ben Kinsley and Takehito Etani*” May 2007;
- San Francisco Events, “*Joshua Tree Music Festival,*” May 2007;
- Outside Magazine, “*Pushing the Boundaries,*” May 2007 Edition;
- Outside Magazine, “*Joshua Tree,*” May 2007 Edition;
- HotRodHotLine, “*We Salute You,*” May 2007 Edition;
- Vision Request, “*Play of Light and Shadow,*” May 2007 Edition;
- Polumbo, “*Chicken Little,*” May 2007 Edition;
- TMCNet, “*USA: KORTE AWARDED CONTRACT FOR CONSOLIDATED COMMUNITICATIONS,*” May 1, 2007;
- Master the Business, Boise, Idaho, “*The Joshua Tree Principal,*” May 1, 2007;
- TripAdvisor, “*We flew from London to stay her, three times!!!!!!*” travel review of The 29 Palms Inn, 2007;

- Hiking News, “Pro Trails adds 100+ maps to Free Database,” May 7, 2007;
- Outdoor Weblog, “Joshua Tree Sojourn: Part Three,” May 7, 2007;
- New York Times, “In the Desert, a Festival of Country and Its Kin,” May 8, 2007;
- Outdoor Industry Association, “ProTrails Continues Exponential Growth in Outdoor Recreation Market,” May 8, 2007;
- Desert USA, “Off Roaders can help protect baby desert tortoises,” May 9, 2007;
- Instant Inland Empire Media, “Weekend Culture,” May 12, 2007;
- The Desert Sun, “Valley art gallery glimpse,” May 13, 2007;
- Press Enterprise, “Artist treats motorists to drive-by light show in desert,” May 14, 2007;
- Ukclimbing.com, “Goddesses on the Rocks,” May 14, 2007;
- LATaco Media, “The Blank Canvas-Joshua Tree,” May 14, 2007;
- LA Daily News, “Joshua Tree Music Festival lineup expected to have toes a-tappin,” May 16, 2007;
- Tube Alerts, Food Network “Dinner Impossible,” aired May 16, 17, 20, and 21;
- Daily Bulletin, Ontario, CA, “BRING YOUR DANCIN’ SHOES, Joshua Tree Music Festival lineup expected to have toes a-tappin,” May 17, 2007;
- Pasadena Star News, Joshua Tree Music Festival lineup expected to have toes a-tappin,” May 17, 2007;
- TripAdvisor, “A lovely stay in the California Desert;” travel review of The Roughly Manor, May 17, 2007;
- The New York Times, “Where the Rebel Meets the Road in Joshua Tree,” May 20, 2007

NETWORKING

- Basin Wide Foundation Breakfast, May 3, 2007;
- City Council Connections, May 9, 2007;
- Palms Springs Bureau of Tourism, May 23, 2007;
- USMC “We Salute You,” May 19, 2007;

- DRTA Board of Director’s May 24, 2007;
- CMC First Nursing Students Graduation, May 24, 2007;

BUSINESS & ECONOMIC DEVELOPMENT

- Presentation to City of Twentynine Palms Economic Task Force, May 24, 2007;

LEGISLATIVE AFFAIRS

- City Council Connections, May 9, 2007;
- City Council Connections, June 20, 2007, 7AM Wonder Garden Cafe

MILITARY AFFAIRS

- USMC “We Salute You,” May 19, 2007;
- M.A.C. Assistance Fund The Chamber has continued to maintain a small fund of donated monies which has been set aside to assist military personnel and their families with urgent needs. Military personnel are eligible to apply for assistance upon referral from the Navy/Marine Corps Relief Society.

EVENTS

- Street Fair and Car Show, June 1, 2007, 6:00PM-10:00PM
- Hospice 25th Anniversary Open House, June 5, 2007, 5:30PM-7:30PM, 61675 29 Palms Highway, Joshua Tree;
- An added Tri-Chamber Event will be held at the Joshua Tree Visitor Center for AMERICA’S BEST IDEA “EXHIBIT” on Friday, June 8, 5:30pm to 7:30pm;
- Mixer to be hosted by Century 21 Mirage on June 14, 2007 located at 12561 Palm Driver, Suite D, from 5PM-7PM;
- City Council Connections, June 20, 7AM, Wonder Garden Café;
- Twentynine Palms Rotary and Chamber Seminar “OSHA Heat Illness Regulations,” sponsored by Williams Ins. Services, Inc.

Twentynine Palms Chamber of Commerce
Contact Statistics for the Month of May 2007

Subject	Phone Calls	Walk-Ins
Art Galleries	9	1
Action Council	7	3
Bank	4	
Camping	17	
Chamber Business	120	15
Demographics	16	1
Developers	5	
Directions	19	5
Email Inquiry	32	
Empolyment	5	
Etertainment	4	
Gift Shop	3	5
Golf	2	
Government	3	
Information 411	159	
Internet access	8	
Joshua Tree N.P.	112	15
Lodging	71	2
Maps	6	7
Marine Base	3	
Marketing	25	
Miscellaneous	152	29
Mixers	37	
Murals	16	1
Packet Requests (Relocation/Visitor)	4	
Phone Books	25	2
Pioneer Days	12	2
RealtorsRentals, Homes, Apartments, Business	11	2
Reporter	3	
Restaurants	11	
RV Park	5	5
Street Fair & Car Show	207	40
Transportation	11	
Wild Flowers	7	
Weather	15	
TOTAL	1146	135
Packets	4	



STAFF REPORT

TO: City Council
FROM: Community Development Director via City Manager
DATE: June 12, 2007

SUBJECT: PC 07-31 - An application by William O. Talley of 29 Palms RV Resort for a Conditional Use Permit to allow six (6) 36' tall WiFi (telecommunication facilities) towers and a Letter of Public Convenience and Necessity to allow the sale of beer and wine at the clubhouse to resort guests. The site is located at 4949 Desert Knoll Avenue, Section 16, APN 0621-241-81, T1N, R9E.

RECOMMENDATION: Conduct the Public Hearing, consider public comment, find the project Exempt pursuant to CEQA, approve the Conditional Use Permit and issue a Letter of Public Convenience and Necessity, subject to the attached Conditions of Approval.

ORDER OF PROCEDURE:

Request Staff Report (Meyerhoff Presenting)
Open Public Hearing
Request Public Comment
Close Public Comment
Council Questions of Staff
Council Discussion
Motion/Second
Discussion of Motion
Call the Question (Roll call vote)

Attachments

1. Resolution 07-19
2. Conditions of Approval
3. Planning Commission Staff report, May 15, 2007
4. Application
5. Locator Map/ Site Plan
6. WiFi Antenna Design
7. Correspondence
8. Site Photos

BACKGROUND:

The applicant seeks a Conditional Use Permit to allow six (6) 36' tall WiFi (telecommunication facilities) towers. The applicant also requests a Letter of Public Convenience and Necessity to allow the sale of beer and wine at the clubhouse to RV Resort guests. Zoning for the property is Tourist Commercial (CT). The proposed uses, telecommunications and sale of alcoholic beverages, are allowed in the CT land use district, subject to approval of a Conditional Use Permit. The Planning Commission conducted a public hearing on May 15, 2007, at which two letters in opposition were received. The Commission voted 5-0 to approve the Conditional Use Permit and 4-1 (No-Rinkes) to approve the Letter of Public Convenience and Necessity.

ALTERNATIVES: Take no action. Approve one element of the project. Deny the project.

FISCAL IMPACT: No direct impact. Indirect impacts potentially include increased tourism.

Review of Staff Report:

_____ City Manager

_____ City Attorney

_____ City Engineer

_____ Department Head

CITY OF TWENTYNINE PALMS
CITY COUNCIL
RESOLUTION NO. 07-19

A RESOLUTION OF THE CITY COUNCIL OF TWENTYNINE PALMS, CALIFORNIA, APPROVING PC 07-31, AN APPLICATION BY WILLIAM O. TALLEY (29 PALMS RV RESORT) FOR A CONDITIONAL USE PERMIT TO ALLOW SIX (6) 36' TALL WIFI (COMMUNICATIONS FACILITIES) TOWERS AND A LETTER OF PUBLIC CONVENIENCE AND NECESSITY, LOCATED AT 4949 DESERT KNOLL AVENUE, ZONE CT, T1N, R9E, SECTION 16, APN 0621-241-81.

WHEREAS, on April 19, 2007 an application was received from William O. Talley of 29 Palms RV & Golf Resort, for approval of a Conditional Use Permit to allow six (6) 36' tall WiFi (communication facilities) towers and sale of beer and wine in the CT zone; and

WHEREAS, the land use designation (zoning) for the subject property is Tourist Commercial (CT); and

WHEREAS, with the proposed conditions of approval, the proposed project design is consistent with the General Plan and Development Code; and

WHEREAS, Pursuant to Section 15301 (Class 1) of the CEQA Guidelines, Class 1 Categorical Exemptions allow for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures or facilities; and

WHEREAS, Pursuant to Section 15303 (Class 3), of the CEQA Guidelines, Class 3 Categorical Exemptions allow for construction and location of limited numbers of new, small facilities or structures; and

WHEREAS, Pursuant to Sections 15301 and 15303 of the CEQA Guidelines, the project is Categorically Exempt from further environmental review under state law; and

WHEREAS, the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; and

WHEREAS, the project site has no value as habitat for endangered, rare or threatened species; and

WHEREAS, approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and

WHEREAS, the site can be adequately served by all required utilities and public services; and

WHEREAS, the Public Hearing notice was published in a newspaper of record and notice was mailed to all property owners located within 300 feet of the project site; and

WHEREAS, Public Hearings were held by the Planning Commission on May 15, 2007 and by the City Council on June 12, 2007; and

WHEREAS, following the public hearing, the Planning Commission, voted to recommend that the City Council approve the project; and

WHEREAS, with respect to the Conditional Use Permit application the City Council finds the following:

- A. The proposed site is located adjacent to Desert Knoll Avenue and Amboy Road in the Tourist Commercial land use district and will therefore not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
- B. The subject site is approximately 17± acres and is therefore adequate in size to accommodate the proposed use.
- C. The shape of the parcel is typical, and allows for orderly development such as the proposed use.
- D. With the recommended conditions, the proposed project will meet the objectives of the General Plan and CT land use designation.
- E. The proposed project, as conditioned, does not conflict with and is consistent with the goals and objectives of the Twentynine Palms General Plan.
- F. The project will provide for the added convenience of visitors to the community.
- G. The project will provide additional services to visitors to the community.
- H. Tourism is an important element of the City's economy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Twentynine Palms adopts the Categorical Exemption, adopts Resolution 07-19, and approves the Conditional Use Permit application and Letter of Public Convenience and Necessity, subject to the attached Conditions of Approval.

APPROVED AND ADOPTED THIS 12th DAY OF JUNE, 2007

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ABSTAIN: COUNCIL MEMBER:

Joel Klink, Mayor

ATTEST:

Charlene L. Sherwood, City Clerk, I hereby certify that the foregoing is a true copy of Resolution No. _____ duly adopted by the City Council of the City of Twentynine Palms in a meeting held on the 12th day of June, 2007, in Twentynine Palms, California.

Dated this _____ day of _____, 2007.

Charlene L. Sherwood, City Clerk

CITY OF TWENTYNINE PALMS
DRAFT CONDITIONS OF APPROVAL

PC: 07-31

Applicant Name: William O. Talley
29 Palms RV Resort
4949 Desert Knoll Avenue
Twentynine Palms, CA 92277

Project Description: Conditional Use Permit for (5) 36' tall WiFi (telecommunication facilities) towers and a Letter of Public Convenience and Necessity to allow the sale of beer and wine at the clubhouse to resort guests.

Location: 4949 Desert Knoll Avenue, Section 16, T1N, R9E

Parcel Number: APN 0621-241-81

Approved: June 12, 2007

Expires: June 11, 2008

The following Standard Conditions of Approval shall be applicable to all Conditional Use Permits in the City. Additionally, site specific Conditions will be applicable as necessary to protect the public health, safety and welfare.

Planning Division

Per Section 19.30.090 of the Development Code, Conditional Use Permits shall expire one (1) year from the date the approval was granted, unless prior to the expiration date:

1. A Building Permit is issued and remains active for any approved phase of the project; or
2. A Certificate of Occupancy is issued for the use or structure; or
3. The site is occupied in accordance with the approved use. (A use permit for a public utility installation may be valid for a longer period if specified by the Approval Authority or City Council.)
4. The site is occupied in accordance with an approved phase as part of a phased development.

Per Section 19.30.090 (B), an approved Conditional Use Permit shall expire if the use has been commenced and then is discontinued for a period of one (1) year or more.

Planning Conditions

- P1. Conditional approval is granted by the City Council acting as Approval Authority on June 12, 2007, to permit the installation of five (5) 36' high WiFi (communication facilities) towers and Letter of Public Convenience and Necessity for an off-sale beer and wine license. All development of the site shall be in substantial conformance with the adopted site plan and shall comply with all Conditions of Approval.
- P2. The Applicant shall ascertain and comply with requirements of all State, County and Local agencies as are applicable to the project proposal.

- P3. The property owner shall keep the property neat, clean, and in good physical condition including open spaces, sidewalks, lighting, driveways, parking areas, and landscaping.
- P4. The Applicant shall subscribe to trash collection service with the City's authorized hauler [(760) 367-9168]. A minimum service level of once weekly, will be required.
- P5. Trash enclosure(s) shall comply with standards established in Section 19.80.020 of the Development Code.
- P6. All outdoor lighting shall conform to Development Code Chapter 19.70, *Lighting Standards*, and shall be designed to not glare or reflect onto neighboring properties or public rights-of-way. Outdoor lighting shall be shielded and limited to that required for security and safety purposes.
- P7. Prior to construction, the applicant shall submit three sets of plans to the City's Building Official and secure a Building Permit in conformance with the Uniform Building Code.
- P8. Parking shall be designed and provided for the duration of the use in accordance with previous land use approvals and the Development Code Chapter 19.82, *Off-street Parking and Loading Regulations*, as follows:
 - A. Ten (10) standard parking spaces and 3 RV Parking spaces shall be provided on site.
 - B. One (1) handicap accessible parking space shall be provided in accordance with the Americans With Disabilities Act and Title 24 of the California Code of Regulations.
- P9. Landscaping shall not interfere with sight distances at vehicular access points.
- P10. Maximum lot coverage (impervious surface) shall not exceed fifty-five percent (55%) of the total project area.
- P11. All construction and improvements shall comply with *Encroachments into Yards or Setbacks* standards established in the Development Code for the underlying land use district. Minimum setbacks are:

Front:	25 feet
Street side:	25 feet
Interior side:	10 feet
Rear:	10 feet
- P12. Applicant shall comply with any pre-existing Conditions of Approval for this site.

Engineering Conditions

No engineering conditions were placed on this project, PC 07-31.

Fire Department Conditions

- F1. The Applicant shall comply with all Conditions and requirements of the Twentynine Palms Fire Department. Written verification from the Fire Department shall be provided by the Applicant prior to issuance of any Building Permit.
- F2. All construction and activities shall comply with applicable sections of the 1988 edition of the Uniform Fire Code and all other state, county, and city ordinances, rules and regulations regarding fire protection.
- F3. The project shall have two (2) points of vehicular access for fire and other emergency vehicles and equipment. The unobstructed width of a fire apparatus access road, to include access gates, shall be not less than twenty (20) feet. A turn-around shall be required at the end of each roadway that is one hundred and fifty (150) feet or more in length and shall be approved by the fire department.
- F4. All flammable vegetation shall be cleared a minimum distance of thirty (30') feet, or to the property line, from any flammable building materials or finished structures.
- F5. Automatic extinguishing systems are required for any commercial style kitchens and require fire department approval.
- F6. A Knox-Box shall be placed on the building with keys providing access into the building.
- F7. The street address shall be posted with numbers that are four (4) inches or greater in size. Posted numbers shall contrast with their background and be clearly visible and legible from the street.

General Conditions

- G1. In compliance with San Bernardino County Ordinance #2684, adopted by reference by the City of Twentynine Palms, the Applicant agrees to defend at his sole expense any action brought against the City, its agents, officers, or employees, because of the issuance of such approval. The Applicant shall reimburse the City, its agents, officers, or employees, for any court costs and attorney's fee which the City, its agents, officers, or employees may be required by a court 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 Applicant of his obligations under this Condition.
- G2. All Conditions are continuing Conditions. Failure of the Applicant and/or operator to comply with any of the said Conditions at any time may result in the revocation of the Conditional Use Permit and/or citation for code violation.
- G3. Within ten days of approval, the applicant shall submit to the Community Development Department a signed copy of the Conditions of Approval, verifying that he/she understands each Condition and agrees to adhere to each of the Conditions of Approval.
- G4. The applicant and applicant's successors in interest shall be responsible for payment of all applicable fees, including reimbursement for all City expense in ensuring compliance with the Conditions of Approval.

Applicant Signature

Date



STAFF REPORT

TO: City Council
FROM: City Manager
DATE: June 12, 2007

SUBJECT: Adoption of Ordinance No. 206 To Comply With Requirements of SB 53 By Describing That The Twentynine Palms Redevelopment Agency Does Not Currently Have Authority To Acquire Real Property by Eminent Domain

RECOMMENDATION: The City Council conduct the public hearing, introduce Ordinance No. 206, and direct staff to bring the item back to the City Council for adoption.

ORDER OF PROCEDURE:

Request Staff Report (Michael Tree Presenting)
Council Questions of Staff
Open Public Hearing
Request Public Comment
Close Public Hearing
Council Discussion
Motion/Second
Discussion of Motion
Call the Question (roll call vote)

Attachments

1. SB 53
2. Ordinance No 206

BACKGROUND: Senate Bill 53, signed by the Governor in September 2006, requires the City Council to adopt an ordinance by July 31, 2007, that restates the eminent domain authority of the City's Redevelopment Agency ("Agency"). The ordinance does not change the Agency's eminent domain powers or lack thereof.

Per the California Community Redevelopment Law, the original redevelopment plan of the City, which was adopted in 1993, authorized the use of eminent domain only until 2005. The Agency has not taken action to renew these powers.

ALTERNATIVES: None

FISCAL IMPACT: None

Review of Staff Report:

City Manager

City Attorney

City Engineer

Department Head



STAFF REPORT

TO: City Council
FROM: Community Development Director via City Manager
DATE: June 12, 2007

SUBJECT: A General Plan Amendment and Change of Zone to the Land Use Map:

A. PC 05-81 – From RL-1 (Rural Living) to CG (General Commercial) and approval of a Conditional Use Permit to construct a 26,576 square foot mini-storage facility, with office and managers residence, on 2.39 acres at 73441 Indian Trail, on APN #0620-121-04 west of Bullion Avenue and east of Desert Queen Avenue, T1N, R9E, Section 8, SBBM.

Attachments

1. Ordinance No. 207
2. Locator Maps
3. Planning Commission Staff reports

B. PC 06-95 – From Single Family Residential (RS-4) to Service Commercial (CS) for APNs 0621-061-03, and 0621-061-11, located south of Callie Todd Lane, east of Desert Queen Avenue, west of Adobe road and north of Samarkand Drive, TIN, R9E Section 20, SBBM.

C. PC 07-02 – From RL-2.5 (Rural Living) to CG (General Commercial), for a 2.89 acre parcel, APN# 0622-301-13, which is located on the north-east corner of the intersection of Adobe Road and Valle Vista Road, T1N, R9E, Section 4, SBBM

RECOMMENDATION: The Planning Commission recommends that the City Council conduct the Public Hearing, consider public comment, adopt the CEQA findings, and amend the General Plan and Land Use and Zoning Map for A (PC 05-81) and C (PC 07-02), and Deny B (PC 06-95), and introduce Ordinance 207.

ORDER OF PROCEDURE:

Request Staff Report (Meyerhoff Presenting)
Open Public Hearing
Request Public Comment
Close Public Hearing
Council Questions of Staff
Council Discussion
Motion/Second
Discussion of Motion
Call the Question (Roll call vote)

BACKGROUND:

Pursuant to Section 65358 of the Government Code, if it is deemed to be in the public interest, the legislative body (City Council) may amend all or part of a General Plan. No element of a General Plan may be amended more than four times in one calendar year.

Regarding PC 05-81, the applicant, Judy Beltz, requests approval of a General Plan Amendment and Change of Zone from RL-1 (Rural Living) to CG (General Commercial) and approval of a Conditional Use Permit and Site Plan Review to construct a 26,576 square foot Public/Self Storage mini-storage facility, including 1,320 square foot office and managers residence, on approximately 2.39 acres. The project is located on a cleared and fenced site with no existing native vegetation, with one small mobile office building. The site is presently used as a construction and equipment storage yard. Business licenses for the land use date back to 1991.

On January 20, 2004, the Planning Commission conducted a Public Hearing on a related application for a General Plan Amendment and Change of Zone for this project site from Rural Living (RL-1) to General Commercial (CG). At that meeting the Planning Commission recommended approval of the proposed amendment. On February 10, 2004 the City Council held a Public Hearing on this project. At that meeting the City Council requested that the applicant file an application for a Conditional Use Permit for the mini-storage project.

Prior to the recent Planning Commission public hearing, two neighboring resident visited with staff to convey their concerns and opposition to this General Plan Amendment. They expressed concerns about:

- Land Use compatibility between the existing construction and equipment storage yard, a legal non-conforming use, the proposed commercial use, a mini-storage facility, and the existing rural, low density residential neighborhood adjacent to the project site;
- Project lighting and protection of the night sky;
- The potential for crime related to the intensity of the commercial use (mini-storage); and
- The formal establishment of new commercial uses in the largely residential area.

At the public hearing on this case, one resident spoke in opposition to the project. At the hearing, it was noted that in the past there were additional commercial uses located on Indian Trail. On May 15, 2007, the Planning Commission voted 4-1 (Oppose- Rinkes) to recommend approval.

Regarding, PC 06-95, the applicant Dennis Peterson, owner and operator of American Self Storage, representing adjacent land owners Robert W. Applegate and Samuel and Harriet Kodish, proposes a change of zoning for the currently vacant parcels. Present zoning for the property is RS-4. The applicant proposes to have the zoning designation changed to CS. No development is proposed at this time. It is anticipated that, should this application be approved, at a future date, Mr. Petersen may apply for an expansion of American Self Storage. One letter was received in opposition to this amendment. On June 6, 2007, the Planning Commission voted 4-0 (Easter absent) to recommend denial of this General Plan Amendment.

Regarding PC 07-02, Greg Bolinger of JGD Development has submitted an application for a General Plan Amendment and Change of Zone from RL-2.5 (Rural Living) to CG (General Commercial), for a 2.89 acre parcel, APN# 0622-301-13, which is located on the north-east corner of the intersection of Adobe Road and Valle Vista Road, T1N, R9E, Section 4, SBBM. The site is also designated as PR-BH (Mesquite Bosque and Dunes overlay). Development is not included in this application for a General Plan Amendment and Change of Zone, as no development is proposed at this time. Should this application be approved, the applicant intends to build a shopping center on the larger 95.4 acre site, which will be subject to environmental review under the California Environmental Quality Act (CEQA). On June 5, 2007 the Planning Commission voted 4-0 (Easter absent) to recommend approval of this General Plan Amendment.

CEQA:

Initial Studies were prepared and routed to the responsible agencies for each of these projects. The Initial Studies are attached and environmental issues are summarized in the staff reports for each item.

ALTERNATIVES: The City Council has several alternatives:

1. Approve the General Plan Amendment and Changes of Zone, with the related projects;
2. Approve the General Plan Amendment and Changes of Zone without the related projects;
3. Approve the General Plan amendment and Changes of Zone in part; or
4. Deny the General Plan Amendment.

FISCAL IMPACT: None.

ORDINANCE NO. 207

AN ORDINANCE OF THE CITY OF TWENTYNINE PALMS, CALIFORNIA, AMENDING THE GENERAL PLAN AND CHANGING THE ZONING DESIGNATION FROM RL-1 (RURAL LIVING) TO CG (GENERAL COMMERCIAL) FOR PROPERTY IDENTIFIED AS APN# 0620-121-04, FROM RS-4 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR PROPERTY IDENTIFIED AS APN# 0621-061-03, AND 0621-061-11, AND FROM RL-2.5 (RURAL LIVING) TO CG (GENERAL COMMERCIAL) FOR PROPERTY IDENTIFIED AS APN# 0622-301-13.

The City of Twentynine Palms makes the following findings:

WHEREAS, the subject sites are identified on the General Plan Land Use Map as Rural Living, Single Family Residential, and Rural Living.

WHEREAS, the City Council finds that the General Plan Amendment and Change of Zoning are in compliance with the adopted General Plan Land Use Map.

WHEREAS, sufficient traffic circulation systems are in place adjacent to the site and in the vicinity of the site, and the City Council finds that the adequate infrastructure exists to serve future development in the area.

WHEREAS, the City Council finds that the Planning Commission conducted duly notice public hearings, received testimony regarding the proposed projects, and recommended approval of the General Plan amendment and Changes of Zoning, and the City Council has considered the recommendation of the Planning Commission before taking action.

WHEREAS, the City Council conducted a duly notice public hearing on June 12, 2007, and received testimony regarding the proposed project, and the City Council finds that opportunity has been extended to citizens wishing to review and comment upon the projects.

WHEREAS, the City Council finds that the review process has provided opportunity for all interested agencies to consider and comment on the proposals.

WHEREAS, the City Council finds that the proposed projects' Approval will not result in an adverse effect on wildlife resources or the public health safety and welfare.

WHEREAS, the City Council finds that the proposed project are consistent with the City's adopted General Plan.

NOW, THEREFORE, the City Council of the City of Twentynine Palms hereby ordains as follows:

SECTION 1: That on June 12, 2007, the City Council adopted a Negative Declaration pursuant to the California Environmental Quality Act, because it determined that based on the conclusions reached in the Initial Study, adoption of the Ordinance would not result in an adverse environmental impact.

SECTION 2: Ordinance No. 207, Amending the General Plan and Changing the Zoning from RL-1 (Rural Living) to CG (General Commercial) on APN #0620-121-04, from Single Family Residential (RS-4) to Service Commercial (CS) for APN# 0621-061-03, and 0621-061-11, and from RL-2.5 (Rural Living) to CG (General Commercial), for APN# 0622-301-13.

SECTION 3: The General Plan Land Use and Zoning Map shall be amended to reflect the General Plan Amendment and Change of Zoning for the parcels as identified as APN #0620-121-04, APN# 0621-061-03, APN# 0621-061-11 and APN# 0622-301-13

SECTION 4: This Ordinance shall be effective 30 days from the date of its adoption and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

PASSED AND ADOPTED THIS 12th DAY OF JUNE, 2007

Joel Klink, Mayor

CERTIFICATION:

I, Charlene L. Sherwood, City Clerk of the City of Twentynine Palms, do hereby certify that the foregoing Ordinance No. 207 was introduced and placed upon first reading at a regular meeting of the City Council on the 12th day of June 2007. That thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 26th day of June 2007, by the following vote, to wit:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ABSTAIN: COUNCIL MEMBER:

Charlene L. Sherwood, City Clerk