



STAFF REPORT

TO: City Council
FROM: City Manager
DATE: September 11, 2007

SUBJECT: Authorization to Purchase 2007 New Holland Tractor for \$38,490.46.

RECOMMENDATION: The recommendation is that the City Council authorize the purchase of a 2007 TN85DA New Holland 80 HP Tractor from Torrence's Farm Implements in the amount of \$38,490.46.

ORDER OF PROCEDURE:

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

Attachments

1. Specifications
2. Quote from Torrence's Farm Implements
3. Quote from Scott Equipment
4. Quote from Berchtold Equipment Company

BACKGROUND: Public Works currently has one small open cab Kobota Tractor to operate both maintenance in the parks (aerating, fertilizing, and general ground maintenance such as moving dirt) and maintenance in the field (clearing shoulders, sweeping dirt and debris from roadway, etc.). Increasingly there has been a need to have two tractors to operate the abovementioned work.

In this year's budget the Council allocated \$30,000 for the purchase of a new tractor to be used by Public Works in the field, allowing the current Kobota tractor to be used exclusively in the parks. Specifications for the desired New Holland Tractor (Model TN85DA) were obtained and three quotes were secured from reputable tractor dealers. Attached are the bids received, with the low bid being \$38,490.46 from Torrence's Farm Implements.

The new tractor will feature an enclosed cab to protect the driver from flying debris, as well as to provide a climate controlled environment.

ALTERNATIVES: The Council may direct staff to not purchase tractor.

FISCAL IMPACT: The Council has budgeted \$30,000.00 in general funds for this purchase. Staff recommends funding the additional cost by utilizing the \$4,000 in general funds budgeted but not spent from the purchase of the E350 truck authorized by the City Council at the August 28, 2007 meeting, and \$4,490.46 in general funds from the demolition budget of the Knott's Sky Park Hotel (a firm quote has been received to perform the clean up on this project for \$10,000 less than budgeted).

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: September 11, 2007

SUBJECT: Ordinance No. 209, amending the General Plan and Zoning on the Land Use Map:

- a. From CO (Commercial Office) to CG (General Commercial) on APN 0616-101-07;
- b. From P (Public) to RS-3 (Single Family Residential) on APN 0621-121-06; and
- c. From RM-SP (Multi Family Residential-Specific Plan) to CT (Commercial Tourist) on APN 0623-093-07 through -10.

RECOMMENDATION: Conduct the Public Hearing, consider public comment, introduce Ordinance No. 209 and direct staff to bring the matter back to the City Council for adoption.

ORDER OF PROCEDURE:

Request Staff Report (Meyerhoff 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. Ordinance No. 209
2. Locator Maps
3. Planning Commission Staff Reports

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 Ordinance No. 209, three General Plan Amendments/ Zone Changes are proposed:

- a. PC 07-21 – An application by Jay Corbin/Casa Inn and Suites for an amendment from CO (Commercial Office) to CG (General Commercial) on APN 0616-101-07;
 - b. PC 07-34 – An application by San Bernardino County for an amendment from P (Public) to RS-3 (Single Family Residential) on APN 0621-121-06; and
 - c. PC 07-58 – An application by Sunnyvale Garden Suites for an amendment from RM-SP (Multi Family Residential- Specific Plan) to CT (Commercial Tourist) on APN 0623-093-07 through -10.
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CEQA: The environmental review processes were summarized in the staff reports for each item, and were previously provided to the City Council under separate cover.

FISCAL IMPACT: None.

ORDINANCE NO. 209

AN ORDINANCE OF THE CITY OF TWENTYNINE PALMS, CALIFORNIA, AMENDING THE GENERAL PLAN LAND USE MAP AND CHANGING THE ZONING DESIGNATION FROM CO (COMMERCIAL OFFICE) TO CG (GENERAL COMMERCIAL) FOR APN 0616-101-07; FROM P (PUBLIC) TO RS-3 (SINGLE FAMILY RESIDENTIAL) ON APN 0621-121-06; AND FROM RM-SP (MULTI-FAMILY RESIDENTIAL-SPECIFIC PLAN) TO CT (COMMERCIAL TOURIST) ON APN 0623-093-07 THROUGH -10.

The City of Twentynine Palms makes the following findings:

WHEREAS, the subject APN 0616-101-07 is identified on the General Plan Land Use Map as CO (Commercial Office); and

WHEREAS, the subject APN 0621-121-06 is identified on the General Plan Land Use Map as P (Public); and

WHEREAS, the subject APN 0623-093-07 through -10 are identified on the General Plan Land Use Map as RM-SP (Multi Family Residential -Specific Plan); and

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 amendments, 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 duly noticed public hearings on September 11, 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 action 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 action is 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: Ordinance No. 209, Amends the General Plan Land Use Map and Changes the Zoning from CO (Commercial Office) to CG (General Commercial) on APN 0616-101-07; from P (Public) to RS-3 (Single Family Residential) on APN 0621-121-06; and from RM-SP (Multi Family Residential - Specific Plan) to CT (Commercial Tourist) on APN 0623-093-07 through -10.

SECTION 2: 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 0616-101-07, 0621-121-06; and 0623-093-07, through -10.

SECTION 3: 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 25TH DAY OF SEPTEMBER, 2007

Joel A. Klink, Mayor

CERTIFICATION:

I, Charlene L. Sherwood, City Clerk of the City of Twentynine Palms, do hereby certify that the foregoing Ordinance No. 209 was introduced and placed upon first reading at a regular meeting of the City Council on the 11th day of September 2007. That thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 25th day of September 2007, by the following vote, to wit:

AYES: COUNCIL MEMBER:
NOES: COUNCIL MEMBER:
ABSENT: COUNCIL MEMBER:
ABSTAIN: COUNCIL MEMBER:

Charlene L. Sherwood, City Clerk



STAFF REPORT

TO: City Council via City Manager
FROM: Finance Director
DATE: September 11, 2007

SUBJECT: Fee Schedule

RECOMMENDATION:

The City Council approve the amendment to the Fee Schedule for fiscal year 2007-2008 by the adoption of Resolution No. 07-29

Attachments
Fee Schedule page to be amended
Resolution No. 07-29

ORDER OF PROCEDURE:

- Request Staff Report (Ron Peck Presenting)
- Open Public Hearing
- Request Public Comment
- Close Public Hearing
- Council Discussion
- Motion/Second
- Discussion of Motion
- Call the Question (roll call vote)

BACKGROUND:

The fee schedule was adopted by the City Council in May, along with the budget. It was suggested that the Fee Task Force review the fees and recommend changes. The Task Force has met, and recommends the attached change. The change is to the planning category. There has been discussion that there may be Conditional Use Permits (CUPs) that are not as complicated as most of them, and should not be charged such a large fee. The Task Force has recommended a fee of \$500 for CUPs for existing buildings.

ALTERNATIVES:

The City Council may discuss the fee and take input if they desire. Any changes suggested may be included in a motion to pass the resolution.

FISCAL IMPACT:

The changes should cover the City's costs and relieve the burden of smaller CUPs.

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

RESOLUTION NO. 07-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWENTYNINE PALMS AMENDING FEES FOR FISCAL YEAR 2007/2008

WHEREAS, the City of Twentynine Palms has set fees for the operation and provision of governmental services to the public; and

WHEREAS, periodically the City Council reviews the appropriateness of those fees and makes modifications when warranted; and

WHEREAS, the City Council has determined that there should be a lesser fee for Conditional Use Permits on existing building than that for new buildings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Twentynine Palms establishes the new fee in the attached Fee Schedule as amended for the Fiscal Year 2007/2008. The attached Fee Schedule is incorporated as part of this resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of Twentynine Palms this 11th day of September 2007.

Joel A. Klink, Mayor

Attest:

Charlene Sherwood CMC, City Clerk

I hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Twentynine Palms at a regular meeting thereof, held on the 11th day of September 2007, by the following vote of the Council:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

Charlene Sherwood CMC, City Clerk



STAFF REPORT

TO: City Council
FROM: City Manager
DATE: September 11, 2007

SUBJECT: Agreement with Caltrans for Maintenance on HWY 62

RECOMMENDATION: The recommendation is for the Council to approve the agreement with Caltrans for maintenance on HWY 62.

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. Current Agreement
2. Proposed Agreement

BACKGROUND: The current maintenance agreement with Caltrans has not been updated since May 23rd of 1989 and includes a cap in reimbursement of \$2,000 per year. The agreement covers roadway litter and debris removal, with occasional sweeping along HWY 62, as well as vegetation control and trimming, removal, and maintenance of trees in planted areas (assumably in the downtown area).

The proposed agreement includes street sweeping along various segments of HWY 62, as well as curb, gutter, sidewalk cleaning and weed abatement in the downtown area and other defined areas (see Exhibit A). The cap on the proposed agreement is \$17,000 per year. Storm work cleanup, or other assistance that the City might render Caltrans, is not included in this agreement and would be billable through a separate agreement.

ALTERNATIVES: The Council can direct staff as appropriate.

FISCAL IMPACT: The fiscal impact is neutral as the proposed contract is well defined and will capture the cost of providing the service.

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

**AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY
IN THE CITY OF TWENTYNINE PALMS**

THIS AGREEMENT is made effective this 11th day of September, 2007, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and the CITY of TWENTYNINE PALMS, hereinafter referred to as "CITY".

- I. The Parties desire that CITY perform particular maintenance functions on the State highways within the limit of CITY as authorized in section 130 of the Streets and Highways Code.
- II. This Agreement shall supersede any previous agreement for maintenance of the identified portion of the affected State highway in the CITY and/or amendments thereto with CITY.
- III. CITY will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under Exhibit A hereof, or as said Exhibit may be subsequently modified with the consent of the parties hereto, acting by and through their authorized representatives.
- IV. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual (a copy of which has been provided to CITY), or as may be prescribed from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which CITY is located, or an authorized representative.
- V. The functions and levels of maintenance service delegated to CITY in the attached Exhibit A, "Delegation of Maintenance, has been considered in setting authorized total dollar amounts. CITY may perform additional work if desired, but STATE will not reimburse CITY for any work not authorized nor any work in excess of the authorized dollar limits established herein.
- VI. A. STATE will reimburse CITY for the actual direct cost of all routine maintenance work performed by CITY as delegated under Exhibit A to this Agreement. It is agreed that, during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

- B. The expenditure per route for routine maintenance work, as referred to above, may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or an authorized representative and accepted by CITY as an amendment to Exhibit A.
 - C. Additional expenditures, or an adjustment of expenditures, once authorized shall only apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.
- VII. A new Exhibit A DELEGATION OF MAINTENANCE” will be provided annually by STATE for the ensuing fiscal year, if necessary, to ensure an equitable annual cost allocation.
- VIII. A. CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE’s fiscal year on each June 30th and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods of work performed prior to the previous fiscal year will be deemed waived and will not be honored.
- B. Third party Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by the CITY for the direct cost of processing this type of bill will be allowed.
- IX. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- X. It is understood and agreed that neither STATE nor any of its officers or employees are responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed, that pursuant to Government Code section 895.4, CITY shall defend, indemnify and save harmless STATE and of its all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

- XI. It is understood and agreed that neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed, that pursuant to Government Code section 895.4, STATE shall defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
- XII. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billing by CITY.
- XIII. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties thereto or terminated by either party upon thirty (30) days' notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY

By _____
CITY Mayor

CITY Clerk

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director of Transportation

By _____
District Director

CITY Attorney

EXHIBIT "A"

DELEGATION OF MAINTENANCE

The specific maintenance function indicted below is hereby delegated to the CITY. This delegation of maintenance function set forth herein does not include the control and maintenance areas and functions which rest with the CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements.

<u>Route No.</u>	<u>Length Miles</u>	<u>Description of Routing</u>	<u>Program Delegated</u>	<u>Maximum Annual Authorized Expenditure</u>
62	13.1	Pine to Ciennega	HM2D	\$6,000
		Panorama to Mesquite	HM2C	\$11,000
		Springs Road		
		Bullion to Split Rock		
		Ciennega to Utah Tr		

TOTAL AUTHORIZED EXPENDITURE \$17,000

HM2D Street Sweeping

<u>Route</u>	<u>Limits</u>	<u>Curb Miles Per Sweeping</u>	<u>Number of Sweepings</u>
62	Pine to Ciennega To Gene Autry Trl.	1.4	1 per week
62	Panorama to Mesquite Springs Road Bullion to Split Rock Ciennega to Utah Tr	23	1 per month

MAXIMUM AMOUNT PER YEAR \$6,000

**HM2C Tree Trimming,
Curb, Gutter, Sidewalk and Shoulder Cleaning, and
Weed Abatement**

Tree Trimming 46 Palm Trees 1 per Year

MAXIMUM AMOUNT PER YEAR \$2,500

**Curb, Gutter, Sidewalk and Shoulder Cleaning, and
Weed Abatement**

62 Pine to Ciennega 1.4 miles 1 per Month
 Panorama to Mesquite 2.7 miles 2 per Year
 Springs Road
 Bullion to Split Rock
 Ciennega to Utah Tr

MAXIMUM AMOUNT PER YEAR \$8,500

WORK SCHEDULES/BILLING:

Bills will be paid once Caltrans Maintenance Superintendent for the area has verified work.

Backup data including time sheet, materials cost, etc. must be accompany the bill.

Bills should be sent to The Caltrans District Office, located at:

Department of Transportation, Dist 8
Maintenance Engineering
464 W 4th St. MS 1107
San Bernardino, CA 92401