CITY COUNCIL REGULAR MEETING		JANUARY 24, 2012 7:00 PM

AGENDA

Melody Carruth, Mayor	
Joel Lautenschleger, Mayor Pro Tempore	**Barbara Kogerman, Council Member**
Randal Bressette, Council Member	**L. Allan Songstad, Jr., Council Member**

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, California 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

CALL TO ORDER

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE LAUTENSCHLEGER

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

1.1 CERTIFICATE OF RECOGNITION, KYLIE WEST, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE FALL 2011 SEMESTER

RECOMMENDATION: THAT MAYOR CARRUTH PRESENT A CERTIFICATE TO KYLIE WEST RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL LIAISON.

1.2 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO AND STUDENT LIAISON ALTERNATE ADAM WONG FOR THE SPRING 2012 SEMESTER

RECOMMENDATION: THAT THE CITY CLERK ISSUE OATHS OF OFFICE TO LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO AND STUDENT LIAISON ALTERNATE ADAM WONG AND MAYOR CARRUTH PRESENT CERTIFICATES OF APPOINTMENT.

2. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO.

3. MINUTES

3.1 REGULAR MEETING, JANUARY 10, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JANUARY 10, 2012, REGULAR MEETING.

4. CONSENT CALENDAR

All matters listed under “CONSENT CALENDAR” are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING OF ORDINANCE AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 24, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $1,193,088.30.

4.3 PROGRESS PAYMENT NO. 3, FINAL, FOR ENERGY EFFICIENCY PROJECT, CIP NO. 515

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, FINAL, IN THE NET AMOUNT OF $16,584.12, TO ROBERT D. GOSNEY CONSTRUCTION, FOR ENERGY EFFICIENCY PROJECT, CIP NO. 515, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

4.4 PROGRESS PAYMENT NO. 10 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 10, IN THE NET AMOUNT OF $170,208.30, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

4.5 CABOT-CAMINO CAPISTRANO BRIDGE PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

4.6 ONE YEAR EXTENSION OF THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF THE UPPER HIGH SCHOOL FIELD

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXTEND THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR ONE YEAR.

4.7 PROGRESS PAYMENT NO. 3 FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF $67,437.36, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

4.8 EMPLOYER-EMPLOYEE RELATIONS

RECOMMENDATION: THAT THE CITY COUNCIL REVIEW THE ATTACHED DRAFT EMPLOYER-EMPLOYEE RELATIONS RESOLUTION AND AUTHORIZE THE CITY MANAGER TO CONSULT WITH THE ASSOCIATION REGARDING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 PUBLIC COMMENTS

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

5.3 MINUTES

5.3.1 REGULAR MEETING, JANUARY 10, 2012

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JANUARY 10, 2012, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.5 ADMINISTRATIVE REPORTS

5.5.1 PRELIMINARY REPORT ON A REQUEST BY VINTAGE PROPERTY GROUP TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER AT 26534-26562 MOULTON PARKWAY

RECOMMENDATION: THAT THE PLANNING AGENCY RECEIVE A PRESENTATION FROM THE COMMUNITY DEVELOPMENT DEPARTMENT.

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.2 Deputy City Manager/Community Services

7.2.1 VOLUNTEER CONNECTION DAY 2012

RECOMMENDATION: THAT THE CITY COUNCIL PROVIDE FEEDBACK TO STAFF REGARDING THE VOLUNTEER CONNECTION DAY EVENT AND THE PROPOSED CHANGES.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

9. CITY COUNCIL MEMBER COMMENTS

10. CLOSED SESSION

The City Council shall convene in Closed Session, in the City Hall Conference Room, to consider the following matters:

10.1 CONFERENCE WITH LABOR NEGOTIATOR (CONTINUED)

Pursuant to Government Code Section 54957.6
Agency Negotiator: Daniel C. Cassidy, Special Labor Counsel
Unrepresented Employee: City Manager
Under Negotiation: Terms and conditions of employment

10.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (CONTINUED)

Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager - Annual Performance Evaluation

Reconvene in regular session in the City Council Chamber

Report on whether any reportable action was taken on matters considered during Closed Session.

ADJOURNMENT

The next Regular Meeting of the City Council will be February 14, 2012, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by January 20, 2012, at 5:00 PM.

Peggy J. Johns

PEGGY J. JOHNS, CITY CLERK

January 20, 2012

DATE

***In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting*.**

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

CITY OF LAGUNA HILLS

AGENDA REPORT
CITY CLERK

ISSUE: **CERTIFICATE OF RECOGNITION, KYLIE WEST, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE FALL 2011 SEMESTER**

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSO established a Student Liaison Program in 1993. Kylie West has served as the Student Liaison for the fall 2011 semester. Kylie has served as the Student Liaison with distinction, and it is in order to recognize that service.

RECOMMENDATION: THAT MAYOR CARRUTH PRESENT A CERTIFICATE TO KYLIE WEST RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL LIAISON.

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

KYLIE WEST

Laguna Hills High School Student Liaison

June 14, 2011, through January 24, 2012

WHEREAS, *the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and*

WHEREAS, *Kylie West was appointed to serve as the Student Liaison to the City Council and took the Oath of Office June 14, 2011; and*

WHEREAS, *Kylie West has served as the Student Liaison with dedication and distinction, setting a fine example for those students who will serve in the future.*

NOW, THEREFORE, *I, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Kylie West for her service to the City as Student Liaison to the City Council.*

Dated this 24th day of January 2012.

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MELODY CARRUTH, MAYOR

CITY OF LAGUNA HILLS

AGENDA REPORT
CITY CLERK

ISSUE: **APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO AND STUDENT LIAISON ALTERNATE ADAM WONG FOR THE SPRING 2012 SEMESTER**

SUMMARY:

The Laguna Hills High School Student Liaison Program is set up to provide for the Student Liaison Alternate to assume the position of Student Liaison after serving as the Alternate for one semester. Jeena Bonutto served as the Student Liaison Alternate for the fall 2011 semester, and it is in order for Jeena to take the Oath of Office as the Student Liaison for the spring 2012 semester.

Through the interview process, Adam Wong was selected as the Student Liaison Alternate for the spring 2012 semester.

RECOMMENDATION: THAT THE CITY CLERK ISSUE OATHS OF OFFICE TO LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO AND STUDENT LIAISON ALTERNATE ADAM WONG AND MAYOR CARRUTH PRESENT CERTIFICATES OF APPOINTMENT.

CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL REGULAR MEETING
MINUTES
JANUARY 10, 2012

CALL TO ORDER

Mayor Carruth called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: Council Member Kogerman

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Carruth, Mayor Pro Tempore Lautenschleger, Council Member Bressette, Council Member Kogerman, and Council Member Songstad

1. PRESENTATIONS AND PROCLAMATIONS

There were no Presentations and Proclamations.

2. PUBLIC COMMENTS

LAGUNA HILLS HIGH SCHOOL FUND RAISER

Meg Gorham, Laguna Hills, gave an update on Laguna Hills High School Grad Night Fund Raiser, Win-Win-Wednesday.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON KYLIE WEST.

3. MINUTES

3.1 REGULAR MEETING, DECEMBER 13, 2011

MOTION TO APPROVE THE MINUTES OF THE DECEMBER 13, 2011, REGULAR MEETING, BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

THE CITY COUNCIL WAIVED READING OF ORDINANCE AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 10, 2012

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF $1,221,555.67.

4.3 RENEWAL AND EXTENSION OF TERM OF MEMORANDUM OF UNDERSTANDING NO. C-0-1692 BY AND BETWEEN THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF LAGUNA HILLS (AND OTHER AGENCIES) FOR THE EL TORO ROAD TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT

THE CITY COUNCIL RENEWED APPROVAL OF THE MEMORANDUM OF UNDERSTANDING NO. C-0-1692 BY AND BETWEEN THE ORANGE COUNTY TRANSPORTATION AUTHORITY (AND OTHER AGENCIES) FOR THE EL TORO ROAD TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT; APPROVED AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING NO. C-0-1692 EXTENDING THE TERM OF THE AGREEMENT TO DECEMBER 31, 2012; AND AUTHORIZED THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING AND THE CITY CLERK TO ATTEST THERETO.

4.4 PROGRESS PAYMENT NO. 2 FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 2, IN THE NET AMOUNT OF $213,529.66, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164.

4.5 REVISED SEVEN YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET SUBMITTAL FOR RENEWED MEASURE M COMPLIANCE

THE CITY COUNCIL APPROVED THE REVISED SEVEN YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET FOR SUBMITTAL TO OCTA FOR COMPLIANCE WITH THE MEASURE M PROGRAM.

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:08 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Carruth, Vice Chair Lautenschleger, Agency Member Bressette, Agency Member Kogerman and Agency Member Songstad

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, DECEMBER 13, 2011

MOTION TO APPROVE THE MINUTES OF THE DECEMBER 13, 2011, REGULAR MEETING AS REFERENCED IN THE CITY COUNCIL MINUTES, BEGINNING ON PAGE 6, BY/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 CHANGED PLAN NO. 11-11-2113, A REQUEST BY AT&T MOBILITY TO MODIFY AN EXISTING COMMUNICATIONS FACILITY, LOCATED AT 25655 NELLIE GAIL ROAD IN THE COMMUNITY/PRIVATE INSTITUTION (C/PI) ZONING DISTRICT

Chair Carruth opened the Public Hearing.

Alex Tsaturov, AT&T representative, spoke on Changed Plan No. 11-11-2113, a request by AT&T Mobility to modify an existing Communications Facility, located at 25655 Nellie Gail Road and answered questions by the Planning Agency.

Michael Goodin, Laguna Hills, was opposed to modifying the existing Communications Facility.

Terry Ing, Laguna Hills, was opposed to modifying the existing Communications Facility.

Scott Baskin, Laguna Hills, was opposed to modifying the existing Communications Facility.

Alex Tsaturov, AT&T representative indicated that he had read and agreed to the Conditions of Approval and that AT&T would complete a preliminary report before and after that would show the operation of the facility was in conformance with all applicable FCC standards and regulations.

Chair Carruth closed the Public Hearing.

MOTION TO CONTINUE FOR 60 DAYS AND REQUEST THAT THE APPLICANT PRETEST IN THE MANNER AS OUTLINED IN CONDITION NO. 11; TO PROVIDE NOTICE TO NELLIE GAIL RANCH OWNERS ASSOCIATION; AND REQUEST THAT THE APPLICANT COME BACK WITH THEIR APPLICATION WITH PROOF OF NEED AND FEASIBILITY FOR THIS LOCATION, BY M/AGENCY MEMBER KOGERMAN, S/CHAIR CARRUTH.
APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 8:19 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

Mayor Carruth opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

MOTION TO CONFIRM STAFF'S SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING APPLICATION FOR THE 2012-2013 FISCAL YEAR; AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE APPLICATION, BY COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

6.2 CITY APPLICATION FOR FY 2012/2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE FLORENCE SYLVESTER SENIOR CENTER

Mayor Carruth opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

MOTION TO CONFIRM STAFF'S SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE 2012/2013 FISCAL YEAR, BY/COUNCIL MEMBER SONGSTAD, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

8.1 COUNCIL MEMBER KOGERMAN

8.1.1 REVISION OF THE CITY'S ON-LINE "PUBLIC OFFICIALS' COMPENSATION REPORT"

MOTION THAT STAFF RETURN TO CITY COUNCIL WITH A REVISED "PUBLIC OFFICIALS' COMPENSATION REPORT" FOR COUNCIL APPROVAL AS SOON AS ANY POTENTIAL CHANGES CURRENTLY UNDER CONSIDERATION AFFECTING MANAGEMENT CONTRACTS ARE COMPLETED AND THAT IN THIS REVISION (1) THE PORTIONS OF THE "PUBLIC OFFICIAL'S COMPENSATION REPORT" HIGHLIGHTED ON EXHIBIT "A" BE OMITTED WITH THE EXCEPTION OF THE LINK TO THE CITY MANAGER'S CONTRACT; (2) "AT-A-GLANCE" TABLES BE THE PRIMARY CONTENT PROVIDED FOR EACH OFFICIAL, BY CATEGORY ("CITY COUNCIL MEMBERS" AND "CITY MANAGEMENT EMPLOYEES"), TITLE AND NAME; AND (3) DISCUSSIONS OF CITY ORGANIZATION AND OFFICIALS' DUTIES AND BIOGRAPHIES BE OMITTED FROM THE BODY OF THE REPORT AND INSTEAD BE PROVIDED VIA LINKS FOR THOSE WHO WISH TO LEARN MORE, BY M/COUNCIL MEMBER KOGERMAN S/COUNCIL MEMBER BRESSETTE.
FAILED BY A VOTE OF 2-3, (MAYOR CARRUTH, MAYOR PRO TEMPORE LAUTENSCHLEGER, AND COUNCIL MEMBER SONGSTAD VOTING NO).

SUBSTITUTE MOTION THAT STAFF RETURN TO CITY COUNCIL WITH A "REVISED PUBLIC OFFICIALS' COMPENSATION REPORT" FOR COUNCIL APPROVAL, THAT PORTIONS OF THE "PUBLIC OFFICIALS' COMPENSATION REPORT" HIGHLIGHTED ON EXHIBIT "A" BE OMITTED AND THAT PAGES 1-3 AND THE AT-A-GLANCE TABLES BE THE PRIMARY CONTENT PROVIDED FOR EACH OFFICIAL BY CATEGORY, ("CITY COUNCIL MEMBERS", "CITY MANAGEMENT EMPLOYEES") TITLE AND NAME, AND OFFICIAL DUTIES, BIOGRAPHIES AND CITY INFORMATION ON PAGES 4-18, AS APPROPRIATE BE OMITTED FROM THE PREAMBLE OF THE REPORT AND INSTEAD BE PROVIDED VIA LINKS FOR THOSE WHO WISH TO LEARN MORE, THAT STAFF RETURN WITH AN AMENDED CHAPTER 2-44 OF THE MUNICIPAL CODE, ORDINANCE NO. 2010-2, AND THAT STAFF RETURN WITH THIS REPORT AT THE LAST MEETING IN FEBRUARY 2012, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER KOGERMAN.
FAILED BY A VOTE OF 2-3, (MAYOR CARRUTH, MAYOR PRO TEMPORE LAUTENSCHLEGER, AND COUNCIL MEMBER SONGSTAD VOTING NO).

9. CITY COUNCIL MEMBER COMMENTS

There were no City Council Member Comments.

10. CLOSED SESSION

Mayor Carruth recessed the meeting into Closed Session at 9:05 PM.

10.1 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: Daniel C. Cassidy, Special Labor Counsel
Unrepresented Employee: City Manager
Under Negotiation: Terms and conditions of employment

10.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION CONTINUED

Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager - Annual Performance Evaluation

10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to subdivision (a) of Government Code Section 54956.9
Name of Case: City of Laguna Hills v. Moreland Development Company, et al.; Case No. 30-2011 00517430.

Mayor Pro Tempore Lautenschleger recused himself from this item and left the Closed Session meeting.

10.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: A portion of the open space parcel located at the corner of Moulton and La Paz in the City of Laguna Hills, identified more particularly as Parcel 1 of Parcel Map No. 2009-134 consisting of a subdivided portion (3.365 acres) of Lot "A" of Tract No. 11237; a portion of Assessor's Parcel No. 625-221-03.

Agency Negotiators:	Bruce E. Channing, City Manager, and Donald J. White, Assistant City Manager.
Negotiating Parties:	City of Laguna Hills and Vintage Capital Real Estate Investment Partners, LLC, and its agents Fred C. Sands and Ken Hocker.
Under Negotiation:	Price and terms of payment for purchase.

Mayor Carruth reconvened the meeting at 10:30 PM. All Council Members were present.

There was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 10:30 PM.

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PEGGY J. JOHNS, CITY CLERK

ATTEST:

____
MELODY CARRUTH, MAYOR

APPROVED AT MEETING OF ________________________

CITY OF LAGUNA HILLS

AGENDA REPORT
ADMINISTRATIVE SERVICES DEPARTMENT

ISSUE: **APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 24, 2012.**

SUMMARY:

In accordance with Government Code Section 37202, the Finance Manager prepares the attached warrant register, which reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies that funds are available for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:

DONALD J. WHITE
Assistant City Manager

1-18-12
DATE

FISCAL IMPACT:

The warrant register total is $ 1,193,088.30

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $ 1,193,088.30.

ATTACHMENTS:

1. **Warrant Register**

WarrantCoverModified-DW JMRFinance MGR-prepared.doc

1/24/2012 ITEM NO. 4.2

CITY OF LAGUNA HILLS
WARRANT REGISTER
January 24, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:			
APEX FIRE SYSTEMS	*Refund, Fire Fees, CR# 43437*	8802611	$ 140.80
AT&T- CALNET 2	*Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, Dec '11*	8802596	2,093.62
AT&T MOBILITY	*Wireless Access, Dec '11*	8802614	60.92
BANK OF AMERICA	*Departmental Operating Expenditures, Dec '11*	8802616	17,571.29
CALIF MUNICIPAL TREAS ASSN	*Employee Training, Administrative Services and Community Development, Jan '12*	8802619	120.00
CARLSEN, SANDY	*Mileage Reimbursement, City Clerk, Oct - Nov '11*	8802597	12.24
CHEVRON	*Vehicle Fuel, Dec '11*	8802598	1,620.46
CYBERSOURCE CORPORATION	*eCommerce Payment Gateway Service, Online Permits, Community Development, Dec '11*	8802626	29.00
EL TORO WATER DISTRICT	*Water Usage, Parks, Nov '11*	8802599	6,459.72
MOGAN, SANDI	*Mileage Reimbursement, City Clerk, Nov - Dec '11*	8802600	21.42
MOULTON NIGUEL WATER DISTRICT	*Water Usage Parks and Community Center, Nov - Dec '11*	8802601	8,247.03
MOULTON NIGUEL WATER DISTRICT	*Water Usage, Parks, Dec '11*	8802644	7,587.82
OROS CONSULTING SERVICES, LLC	*Professional Fees, Computer Consulting Services, Dec '11*	8802602	4,712.50
RALPHS GROCERY COMPANY	*Program Supplies, Community Services, Nov '11*	8802603	41.65
REFUND, FACILITY RENTAL DEPOSIT	*New Vista School, V# 2002262.002*	8802604	500.00
REFUND, FACILITY RENTAL DEPOSIT	*Ladera Ranch Dance Academy, V# 2002263.002*	8802605	500.00
REFUND, FACILITY RENTAL DEPOSIT	*Aliso Meadows Condominium, V# 2002260.002*	8802606	250.00
REFUND, FACILITY RENTAL DEPOSIT	*M. Navarro, V# 2002213.002*	8802655	376.25
REFUND, FACILITY RENTAL DEPOSIT	*F. Gomez, V# 2002259.002*	8802656	250.00
REYES, JANICE MATEO	*Petty Cash Replenishment, Departmental Operating Expenditures, Jan '12*	8802658	573.03
REYES, JULIA	*Claim Settlement Agreement*	8802607	500.00
SAN DIEGO GAS & ELECTRIC	*Electric Usage, Street Lights, Dec '11*	8802608	12,314.87
SOUTHERN CALIFORNIA EDISON	*Electric Usage, Street Lights and Traffic Control, Nov - Dec '11*	8802609	2,001.73
SOUTHERN CALIFORNIA EDISON	*Electric Usage, Street Lights and Traffic Control, Dec '11*	8802666	832.18
VERIZON WIRELESS	*Communication Expense, Dec '11*	8802670	776.07

CITY OF LAGUNA HILLS
WARRANT REGISTER
January 24, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
WELLS FARGO FINANCIAL LEASING	*Lease - Copier, Community Center, Feb '12*	8802672	799.33
WHITE, DONALD	*Travel Advance, Administrative Services, Jan '12*	8802673	150.00
	Total Prepaid Warrants:		**$ 68,541.93**
REGULAR WARRANTS:			
A. C. LANDSCAPE, INC.	*Water Management Services, Irrigation Repairs, Dec '11*	8802610	$ 8,683.98
APPRECIATION AWARDS	*Office Supplies, Dec '11*	8802612	35.56
AQUA CHILL OF MISSION VIEJO, INC.	*Water Filtration Service, Community Center, Jan '12*	8802613	81.89
AUTOMOBILE CLUB OF SOUTHERN CA	*Membership, Public Works, 2012*	8802615	73.00
BUREAU VERITAS NORTH AMERICA	*Professional Fees, El Toro Rd @ Carlota Street Improvements CIP # 164 and On-Call Inspections, Nov '11*	8802617	21,240.00
C&D ELECTRIC, INC.	*Lighting Repairs, Parks, Dec '11*	8802618	1,937.21
CALIFORNIA OFFICE SYSTEMS	*Usage - Copier, City Hall and Community Center, Dec '11*	8802620	819.59
CDW GOVERNMENT, INC.	*Hardware, Police Services, Dec '11*	8802621	33.46
CERVANTES, EDWARD	*Contract Instructor Fee, Cooking Class Winter Session, Community Services*	8802622	136.50
COMPETITOR SC	*Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, Dec '11*	8802623	600.00
COMPLETE OFFICE OF CALIFORNIA	*Office Supplies, Community Center, Dec '11 - Jan '12*	8802624	452.10
CSMFO	*Membership, Administrative Services, 2012*	8802625	110.00
ECONOLITE CONTROL PRODUCTS, INC.	*Signal Control Devices, Traffic Management Solutions, El Toro Road @ Carlota Street Improvements CIP # 164*	8802627	11,538.95
ECONOMICS, INC.	*Professional Fees, Recycling Program, Dec '11*	8802628	2,643.33
FAUBEL PUBLIC AFFAIRS	*Professional Fees, Combined Issue, City Views/Community Services Spring 2012 Activity Guide*	8802629	875.00
HARRINGTON GEOTECH ENGINEERING	*Professional Fees, El Toro Rd @ Carlota Street Improvements CIP # 164*	8802630	719.00
HARTZOG & CRABILL, INC.	*Professional Fees, Traffic Engineering Services, El Toro Rd @ Carlota Street Improvements CIP # 164, Nov '11*	8802631	13,219.85
HILLCREST CONTRACTING	*Progress Payment #3, El Toro Rd @ Carlota Street Improvements CIP # 164*	8802632	67,437.36
HINDERLITER, DE LLAMAS & ASSOC	*Professional Fees, Sales Tax Mass Appeal*	8802633	750.00

1/24/2012 ITEM NO. 4.2

CITY OF LAGUNA HILLS
WARRANT REGISTER
January 24, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
IRON MOUNTAIN OFFSITE	*Off Site Data Storage, Dec '11*	8802674	198.34
IRV SEAVER MOTORCYCLES	*Motorcycle Maintenance, Police Services, Dec '11*	8802634	498.54
JAMEY CLARK, INC.	*Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, Dec '11*	8802636	5,505.25
K F STUDIOS	*Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, Dec '11*	8802637	330.00
LEAGUE OF CAL CITIES	*Membership, Administrative Services, 2012*	8802638	11,736.00
LIEBERT CASSIDY WHITMORE	*Professional Fees, Legal Services, Nov '11*	8802639	4,140.00
LUCY, STEVEN	*Program Expense, Community Services, Feb '12*	8802640	450.00
LUCY, STEVEN	*Program Expense, Community Services, Feb '12*	8802641	450.00
MARTIN & CHAPMAN CO.	*Publication, City Clerk, Dec '11*	8802642	12.39
MERCURY DISPOSAL SYSTEM, INC.	*Professional Fees, Recycling Program, Dec '11*	8802643	150.21
NIEVES LANDSCAPE, INC.	*Monthly Maintenance and Other Assorted Landscape Services, Dec '11 - Jan '12*	8802645	78,580.47
ORANGE COUNTY FIRE AUTHORITY	*Remittance, Fire Fees Collected, Dec '11*	8802647	2,377.00
ORANGE COUNTY TREASURER	*NPDES, Stormwater Program, City's Share, FY 11/12*	8802646	46,991.26
ORANGE COUNTY TREASURER	*Road Maintenance, Oct - Nov '11*	8802660	105,200.42
ORANGE COUNTY TREASURER	*Law Enforcement Services, Jan '12*	8802675	522,622.48
PACK, DWAYNE	*Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, Dec '11*	8802648	475.00
PIXELPUSHERS, INC.	*City Website, Hosting Fee, Jan - Jun '12*	8802649	2,100.00
PRICE, FRANK	*Referee Fees, Volleyball, Community Services*	8802650	120.00
PRICE, ROBIN	*Referee Fees, Volleyball, Community Services*	8802651	120.00
QUEST DIAGNOSTICS	*Pre-employment Drug Testing, Dec '11*	8802652	17.98
QUIKSILVER COURIER	*Delivery Service, Dec '11*	8802653	29.64
RACEPLACE MAGAZINE	*Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, Jan '12*	8802654	475.00
RENEGADE RACING	*Event Management Services, 2012 1/2 Marathon and 5K Event, May '12, Partial Payment*	8802657	5,000.00
RICHARD FISHER ASSOCIATES	*Professional Fees, Sports Complex Renovations CIP # 514, Renovation Costeau & Stockport Park CIP # 239 and Engineering, Dec '11*	8802659	2,440.76
ROBERT D. GOSNEY CONSTRUCTION	*Progress Payment #3, Community Center & Sports Complex Energy Efficient Lights, CIP # 515*	8802661	16,584.12
SEMA CONSTRUCTION, INC.	*Progress Payment #10, La Paz Widening @ I-5 CIP # 159*	8802662	170,208.30

CITY OF LAGUNA HILLS
WARRANT REGISTER
January 24, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
SIGN A RAMA	*Program Supplies, Community Services, Dec '11*	8802663	420.23
SOUTH COAST WATERS	*Facility Maintenance, Water Feature, Community Center, Jan '12*	8802665	475.00
STUDIO TWO BLACK DIAMOND	*Printing Expense, Jan '12*	8802667	505.77
SUNSET PROPERTY SERVICES	*Street Sweeping, Dec '11*	8802668	10,740.43
TECH WASH SERVICES, INC.	*Graffiti Removal, Dec '11*	8802669	4,025.00
WATKINS, CRAIG	*Umpire Fees, Adult Softball, Community Services*	8802671	180.00
	Total Regular Warrants:		**$ 1,124,546.37**
	*****WARRANT REGISTER TOTAL*****		**$ 1,193,088.30**

1/24/2012 ITEM NO. 4.2

CITY OF LAGUNA HILLS

AGENDA REPORT
PUBLIC SERVICES DEPARTMENT

ISSUE: **PROGRESS PAYMENT NO. 3, FINAL, FOR ENERGY EFFICIENCY PROJECT, CIP NO. 515**

SUMMARY:

Work on the Energy Efficiency Project, CIP No. 515, began on July 18, 2011, and is being performed by Robert D. Gosney Construction. Work performed in October, November, and December included mobilization, HVAC installation, VFD installation, and crane rental. The contractor has submitted the third and final payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, Robert D. Gosney Construction, has submitted the third progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	$	AMOUNT
1	Mobilization	.333	LS	$21,474.00	$7,158.00*
6	VFDs	2.25	EA	$ 3,000.00	$6,750.00
CCO No. 1	Various Extra Work	1	LS	$ 4,518.80	$4,518.80

*Total not exact due to rounding.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, FINAL, IN THE NET AMOUNT OF $16,584.12, TO ROBERT D. GOSNEY CONSTRUCTION, FOR ENERGY EFFICIENCY PROJECT, CIP NO. 515, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

Total To Date	$163,272.80	
Less Prior Billing	$144,846.00	
Total This Period	$ 18,426.80	$18,426.80
Less 10% Retention		$(1,842.68)
		$16,584.12

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Energy Efficiency Project, CIP No. 515.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, FINAL, IN THE NET AMOUNT OF $16,584.12, TO ROBERT D. GOSNEY CONSTRUCTION, FOR ENERGY EFFICIENCY PROJECT, CIP NO. 515, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

ATTACHMENTS:

- Notice of Completion

Recording Requested by and
When Recorded Mail to:

Peggy J. Johns, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: ______________________________

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on January 24, 2012.

Description of Improvements

Replacement of one 15-ton and one 12-ton roof mounted AC units, replace three pumps with variable frequency drive pumps, install T-8 lights and occupancy sensors, replace incandescent bulbs with LED based lamps at all traffic signal locations, and replace pedestrian indicators with LED based lamps.

General Location

Civic Center at 24035 El Toro Road, Laguna Hills, CA 92653 and Citywide traffic signal locations.

Owner of Property Address

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Contractor

Robert D. Gosney Construction
Mr. Robert D. Gosney
P.O. Box 403689
Hesperia, CA 92340

This Notice of Completion is executed under authority of a directive from the City Council of the City of Laguna Hills.

I, Kenneth H. Rosenfield, P.E., declare under penalty of perjury that I am the City Engineer of the City of Laguna Hills, that I am familiar with the facts stated in the foregoing Notice of Completion executed for and on its behalf, and that I have read the foregoing Notice of Completion and know the contents thereof to be true.

Dated: January 24, 2012

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Kenneth H. Rosenfield, P.E., Director of Public Works/City Engineer
City of Laguna Hills

CITY OF LAGUNA HILLS

AGENDA REPORT
PUBLIC SERVICES DEPARTMENT

ISSUE: **PROGRESS PAYMENT NO. 10 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159**

SUMMARY:

Work on the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, began on April 7, 2011, and is being performed by SEMA Construction, Inc. Work performed in December included engineering, progress scheduling, site management, inlet protection, street sweeping, rain event planning, signage, traffic control, pavement marking, pavement marking removal, concrete removal and replacement, steel reinforcement, asphalt concrete, drilling, signal and lighting, fiber communications, and mobilization. The contractor has submitted the tenth progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, SEMA Construction, Inc., has submitted the tenth progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	$	AMOUNT
1	RE Office	.05	LS	$ 50,000.00	$ 2,500.00
2	Progress Schedule	.05	LS	$ 3,000.00	$ 150.00
3	Time Related Overhead	22	WD	$ 2,000.00	$ 44,000.00
4	Construction Site Mgmt	.05	LS	$ 10,000.00	$ 500.00
8	Temp Silt Fence	140	LF	$ 1.60	$ 224.00
11	Street Sweeping	.05	LS	$ 25,000.00	$ 1,250.00

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 10, IN THE NET AMOUNT OF $170,208.30, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

14	Rain Event Action Plan	1	EA	$ 100.00	$ 100.00
18	Construction Signage	.05	LS	$ 40,400.00	$ 2,020.00
19	Traffic Control System	.05	LS	$ 55,700.00	$ 2,785.00
21	Temp Pavement Marking	246	SF	$ 3.30	$ 811.80
22	Temp Traffic Striping	1,249	LF	$ 0.60	$ 749.40
23	Channelizer	8	EA	$ 35.00	$ 280.00
26	Portable Message Signs	.05	LS	$ 1,600.00	$ 80.00
28	Temp Crash Cushion	11	EA	$ 100.00	$ 1,100.00
30	Remove Traffic Stripe	120	LF	$ 0.90	$ 108.00
31	Remove Pavement Marking	84	SF	$ 3.30	$ 277.20
42	Remove Concrete (Curb, etc.)	7	CY	$ 66.00	$ 462.00
53	Imported Borrow	1,500	CY	$ 10.00	$ 15,000.00
73	Tieback Anchor	25	EA	$ 1,471.20	$ 36,780.00
78	Minor Conc (Minor Structure)	2.50	CY	$ 800.00	$ 2,000.00
83	Bar Reinforcing Steel (RW)	10,000	LB	$ 0.92	$ 9,200.00
84	Shotcrete	24	CY	$ 274.25	$ 6,582.00
92	30” Cast-in-Drill Hole	11	LF	$ 650.00	$ 7,150.00
97	25” Reinf Conc Pipe	12.70	LF	$ 52.00	$ 660.40
111	Minor Conc (Misc. Cons)	21	CY	$ 517.02	$ 10,857.42
113	SD Manhole Frame & Cover	1	EA	$ 1,400.00	$ 1,400.00
136	Lighting & Sign Illumination	.09	LS	$ 90,400.00	$ 8,136.00
137	Fiber Communications	.17	LS	$ 61,900.00	$ 10,523.00
139	Mobilization	.05	LS	$402,578.80	$ 20,128.94
CCO No. 4	(B) Electrical Irrig Control	.12	LS	$ 27,543.12	$ 3,305.17

Total To Date	$1,923,445.25	
Less Prior Billing	$1,734,324.92	
Total This Period	$ 189,120.33	$189,120.33
Less 10% Retention		$(18,912.03)
		$170,208.30

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the La Paz Road Widening at I-5 Improvement Project, CIP No. 159.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 10, IN THE NET AMOUNT OF $170,208.30, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

CITY OF LAGUNA HILLS

AGENDA REPORT
PUBLIC SERVICES DEPARTMENT

ISSUE: CABOT-CAMINO CAPISTRANO BRIDGE PROJECT

SUMMARY:

The City of Mission Viejo has released for public review the Initial Study/Mitigated Negative Declaration for the subject proposed bridge project to connect Cabot Road at Merit Circle with the northerly end of Camino Capistrano, all within the City of Mission Viejo. A Public Hearing on the matter is set for February 13, 2012, before the City of Mission Viejo Planning and Transportation Commission. Excerpts of the environmental studies are attached to provide City Council with background information on the project. The Mission Viejo studies of this proposed project did not identify any significant impacts to the City of Laguna Hills. The environmental documents have been prepared such that the project could proceed to construction this year but Mission Viejo staff has advised there is no construction funding as yet and construction of the project is at a future, date uncertain, timeframe.

Staff's review of traffic, noise, aesthetics, and other categories of potential environmental issues did not identify significant impacts in the City of Laguna Hills. However, two concerns were identified that were not explicitly addressed in the environmental documents and should be addressed in the design process. These include necessary modifications to the County Recreational Trail planned for the east side of Cabot Road to accommodate equestrian crossings of the new Cabot Road/Camino Capistrano intersection and the need for traffic signal interconnection and synchronization with the intersection of Cabot Road/Oso Parkway in the City of Laguna Hills. Staff proposes to correspond with City of Mission Viejo staff about these two issues. It is recommended that the City Council receive and file this report.

BACKGROUND:

In late 2010, and again in late 2011, staff reviewed and commented upon the Draft Environmental Impact Report for the Laguna Niguel Gateway Specific Plan for proposed development in the City of Laguna Niguel located north and south of Crown Valley Parkway between Camino Capistrano and Cabot Road. The Laguna Niguel Gateway Specific Plan entailed the rezoning and planning of the development intensification of

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RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

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approximately 300 acres of land in the above-described area. Some of the proposed development in this area would utilize Camino Capistrano as a primary access. The environmental documents did not identify any significant impacts to the City of Laguna Hills but staff did express concern that the supporting studies did not take into account the potential traffic usage of the future Cabot-Camino Capistrano Bridge in the City of Mission Viejo. The City of Laguna Niguel subsequently acknowledged this future bridge project but noted it to be scheduled too far in the future to be reasonably included in their traffic analysis and, as well, was beyond the limits of their traffic impact studies. The complete 578 page Draft Environmental Impact Report for the Laguna Niguel Gateway Specific Plan can be accessed at the following website: http://www.cityoflagunaniguel.org/DocumentView.aspx?DID=1981

The City of Mission Viejo has issued the December 2011, Initial Study/Mitigated Negative Declaration of the Cabot-Camino Capistrano Bridge Project for public review. This project, as shown on the attached aerial photograph vicinity map, would connect Cabot Road at Merit Circle with the northerly end of Camino Capistrano, all within the City of Mission Viejo. The new four-legged intersection would be signalized. The Initial Study/Mitigated Negative Declaration evaluated traffic, noise, aesthetics, and other impacts of the surrounding areas as a result of the project. The scope of the environmental review included cumulative impacts from known projects including the Laguna Niguel Gateway Specific Plan. The analysis concluded there were no significant impacts from the project in the City of Laguna Hills.

Excerpts of the Initial Study/Mitigated Negative Declaration of the Cabot-Camino Capistrano Bridge Project are attached to provide City Council with background information. “Exhibit 2-3” provides a graphic depiction of the proposed bridge connection location. Also attached is an excerpt of the Traffic Analysis Appendix consisting of the Introduction and Conclusions indicating no significant impacts from the project in the City of Laguna Hills. The 166 page Initial Study/Mitigated Negative Declaration, including all Mitigation Measures, can be accessed at http://cityofmissionviejo.org/assets/0/72/100/106/0bacc892-1b93-448f-a3e9-3c7cfa0969c7.pdf. The Appendices are available on a compact disc in the office of the City Clerk.

As shown on the vicinity map, the closest homes in Laguna Hills are 850 feet easterly of the intersection of the future Cabot Road/Camino Capistrano intersection and are separated by the business complex in the City of Mission Viejo and a large landscaped slope. Laguna Hills residents in the Moulton Ranch Developments do access Cabot Road via Vista Viejo, a T-intersection located in the City of Mission Viejo approximately 300 feet southerly of the Cabot Road/Merit Circle intersection. The Moulton Ranch residents also have access to the signalized intersection of Oso Parkway at Bridlewood Drive and the T-intersection of Oso Parkway at Nottingham Drive. The traffic analysis prepared for the Cabot-Camino Capistrano Bridge Project indicates that the Cabot Road intersections with Rapid Falls Road, Vista Viejo, Merit Circle, and Oso Parkway will continue to operate at acceptable levels of service after the project and taking into account cumulative development impacts. The noise analysis for the project, both during construction and during usage, did not indicate impacts beyond the noise levels permitted in the City of Laguna Hills.

Staff did identify two issues of concern which were not explicitly described in the environmental documents: 1) while the environmental review did acknowledge there is a County Regional Recreation Trail planned for the east side of Cabot Road in the vicinity of the project, there was no acknowledgement that the new intersection would create an obstacle for the trail users. Typically, to accommodate equestrian trail riders the traffic signal design would include a separately located and appropriately tall-mounted “equestrian push button” to change the phase of the traffic signal to aid in the trail usage. This detail would appropriately be included in the project design; and 2) the environmental documents do not appear to include a discussion of the importance of traffic signal coordination and the need to interconnect and synchronize the new traffic signal at Cabot Road/Merit Circle with the intersection of Oso Parkway/Cabot Road. This detail would appropriately be included in the project design. Staff proposes to correspond with City of Mission Viejo staff to request these design details be included in the project final design.

The environmental documents have been prepared such that the Cabot-Camino Capistrano Bridge Project could proceed to construction this year but Mission Viejo staff has advised there is no construction funding as yet and construction of the project is at a future, date uncertain, timeframe. Mission Viejo staff advises the project construction cost is $8,000,000 and construction would exceed 12 months once it commences.

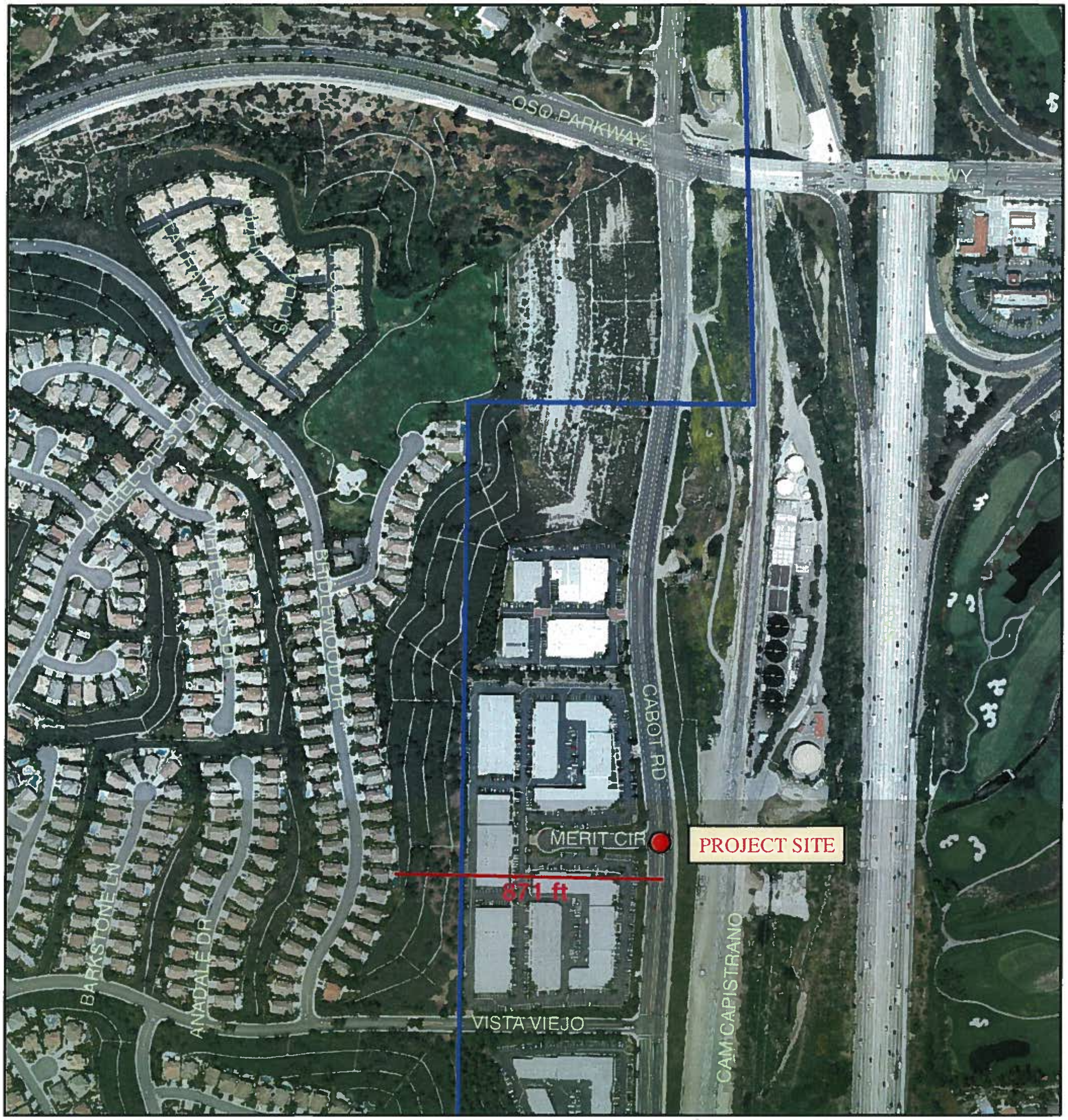
RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

ATTACHMENTS:

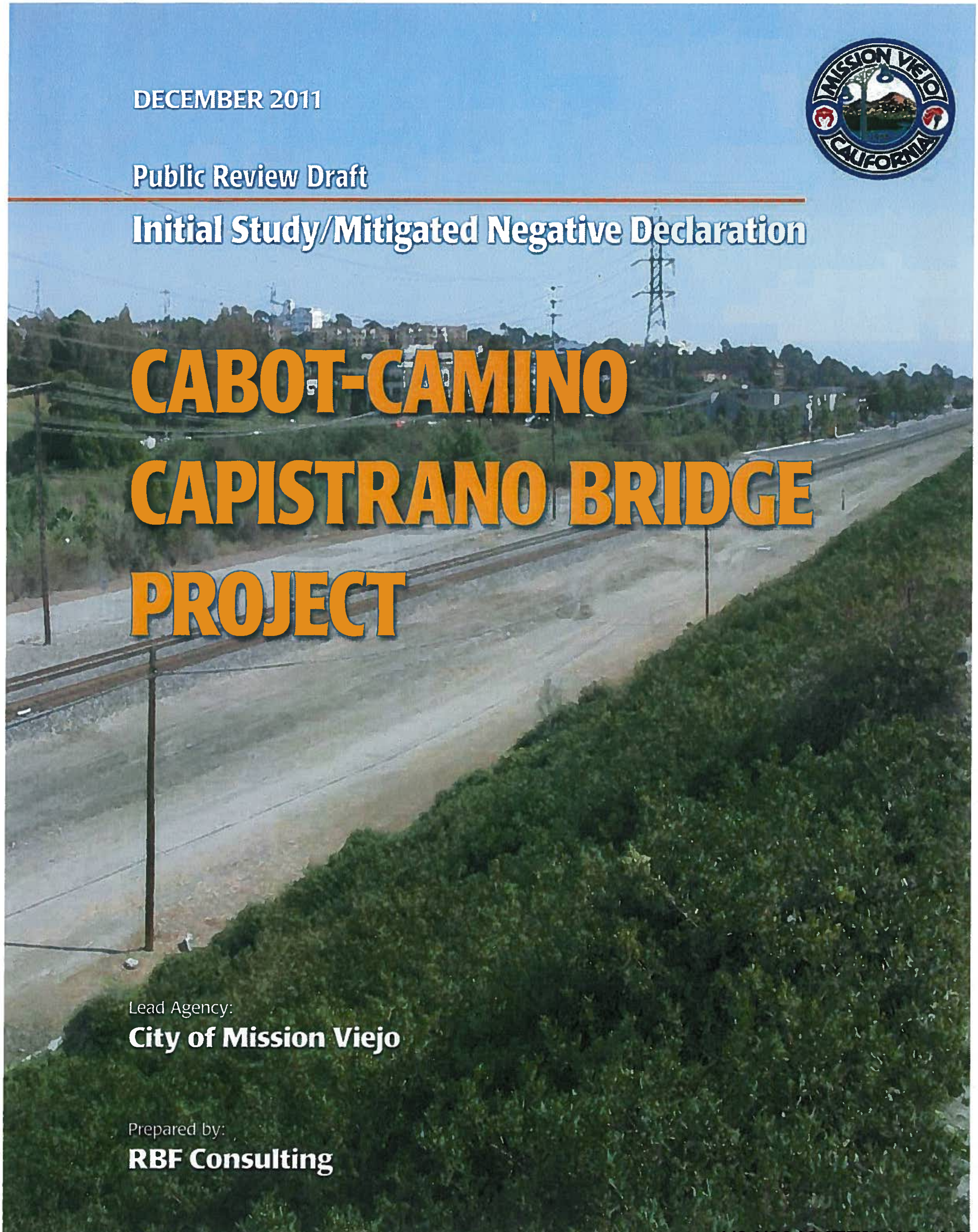
- Vicinity Map
- Excerpts of Initial Study

City of Laguna Hills

VICINITY MAP - CAMINO CAPISTRANO / CABOT ROAD BRIDGE



Date Created: 1/13/2012



DECEMBER 2011

Public Review Draft

Initial Study/Mitigated Negative Declaration

CABOT-CAMINO CAPISTRANO BRIDGE PROJECT

Lead Agency:
City of Mission Viejo

Prepared by:
RBF Consulting

1/24/2012 ITEM NO. 4.5

PUBLIC REVIEW DRAFT
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Cabot - Camino Capistrano Bridge Project

LEAD AGENCY:

City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
Contact: Mr. Charles E. Wilson, AICP
949.470.3053

PREPARED BY:

RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Contact: Mr. Glenn Lajoie, AICP
Mr. Alan Ashimine
949.472.3505

December 2011

JN 10-103503

1.0 INTRODUCTION

The proposed Cabot-Camino Capistrano Bridge Project (herein referenced as the "project") involves the construction of a bridge that would connect Camino Capistrano to Cabot Road within the City of Mission Viejo (City). Following a preliminary review of the proposed project, the City has determined that it is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects of the project, as proposed.

1.1 STATUTORY AUTHORITY AND REQUIREMENTS

In accordance with Sections 15051 and 15367 of the California Code of Regulations (CCR), the City is identified as the Lead Agency for the proposed project. Under the CEQA (Public Resources Code Section 21000-21177) and pursuant to Section 15063 of the CCR, the City is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (Section 21080(c), Public Resources Code).

The environmental documentation, which is ultimately selected by the City in accordance with CEQA, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the City. Following review of any comments received, the City will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation for consideration by the City.

1.2 PURPOSE

Section 15063 of the CEQA Guidelines identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to those requirements, an Initial Study shall include:

- A description of the project, including the location of the project;
- Identification of the environmental setting;
- Identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries;
- Discussion of ways to mitigate significant effects identified, if any;

- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls; and
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study.

1.3 CONSULTATION

As soon as the Lead Agency (in this case, the City) has determined that an Initial Study would be required for the project, the Lead Agency is directed to consult informally with all Responsible Agencies and Trustee Agencies that are responsible for resources affected by the project, in order to obtain the recommendations of those agencies as to whether an EIR or Negative Declaration should be prepared for the project. Following receipt of any written comments from those agencies, the Lead Agency considers any recommendations of those agencies in the formulation of the preliminary findings. Following completion of this Initial Study, the Lead Agency initiates formal consultation with these and other governmental agencies as required under CEQA and its implementing guidelines.

1.4 INCORPORATION BY REFERENCE

The following documents were utilized during preparation of this Initial Study, and are incorporated into this document by reference. These documents are available for review at the City of Mission Viejo Community Development Department located at 200 Civic Center, Mission Viejo, California, 92691.

- *City of Mission Viejo General Plan* (adopted various dates since 1990). The *City of Mission Viejo General Plan* (*General Plan*) provides a general long-term approach for maintaining and improving the quality of life in the community and the resources of the community, whether man-made or natural. It serves as a tool and frame of reference for use by City officials and citizens. Other public agencies use the *General Plan* in determining the required capacity and location of public facilities and services needed to serve the City's population. The *General Plan* includes a total of nine different elements that incorporate specific goals and policies to guide growth and preserve the qualities within the City that define the natural and built environment. These nine elements consist of:

  - Land Use Element;
  - Housing Element;
  - Circulation Element;
  - Conservation/Open Space Element;
  - Public Safety Element;
  - Noise Element;
  - Public Facilities Element;
  - Economic Development Element; and
  - Growth Management Element.

  Since original adoption of the *General Plan* in 1990, the City has amended or comprehensively updated elements to further refine the City's vision for its own long-term physical development. The elements contained in the *General Plan* are those required by the California Government Code Section 65302, in addition to three optional elements (Public Facilities, Economic Development, and Growth Management) as permitted by California Government Code Section 65303.

- *City of Mission Viejo Municipal Code*. The *City of Mission Viejo Municipal Code* provides regulations for governmental operations, development, infrastructure, public safety, and business operations within the City. Title 9, *Development Code*, of the *City of Mission Viejo Municipal Code* promotes public health, safety, general welfare, preserves and enhances the aesthetic quality of the City by providing regulations to ensure an appropriate mix of land uses and orderly land development.

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2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION

Regionally, the project site is located in the southern portion of the City of Mission Viejo (City), within the County of Orange; refer to Exhibit 2-1, *Regional Map*. Locally, the project site is situated near the northern terminus of Camino Capistrano, between Cabot Road and Interstate 5 (I-5). Camino Capistrano currently terminates at the Moulton Niguel Water District (MNWD) wastewater reclamation plant located at 26901 Camino Capistrano. The project site is located approximately 0.5-mile south of Oso Parkway and approximately one mile north of Crown Valley Parkway. The proposed bridge would extend in a northwesterly direction from Camino Capistrano to the intersection of Cabot Road and Merit Circle; refer to Exhibit 2-2, *Project Location Map*.

2.2 ENVIRONMENTAL SETTING

The proposed project would consist of the construction of a roadway bridge structure that would connect Camino Capistrano to the intersection of Cabot Road and Merit Circle. Specifically, the bridge would: 1) begin at the northerly terminus of Camino Capistrano, where it transitions into an access road to the MNWD reclamation plant; 2) proceed north approximately 0.25-mile; 3) turn west to cross over an existing railroad alignment; and 4) connect to the intersection of Cabot Road and Merit Circle. A description of existing conditions within and surrounding the project site is provided below.

Camino Capistrano

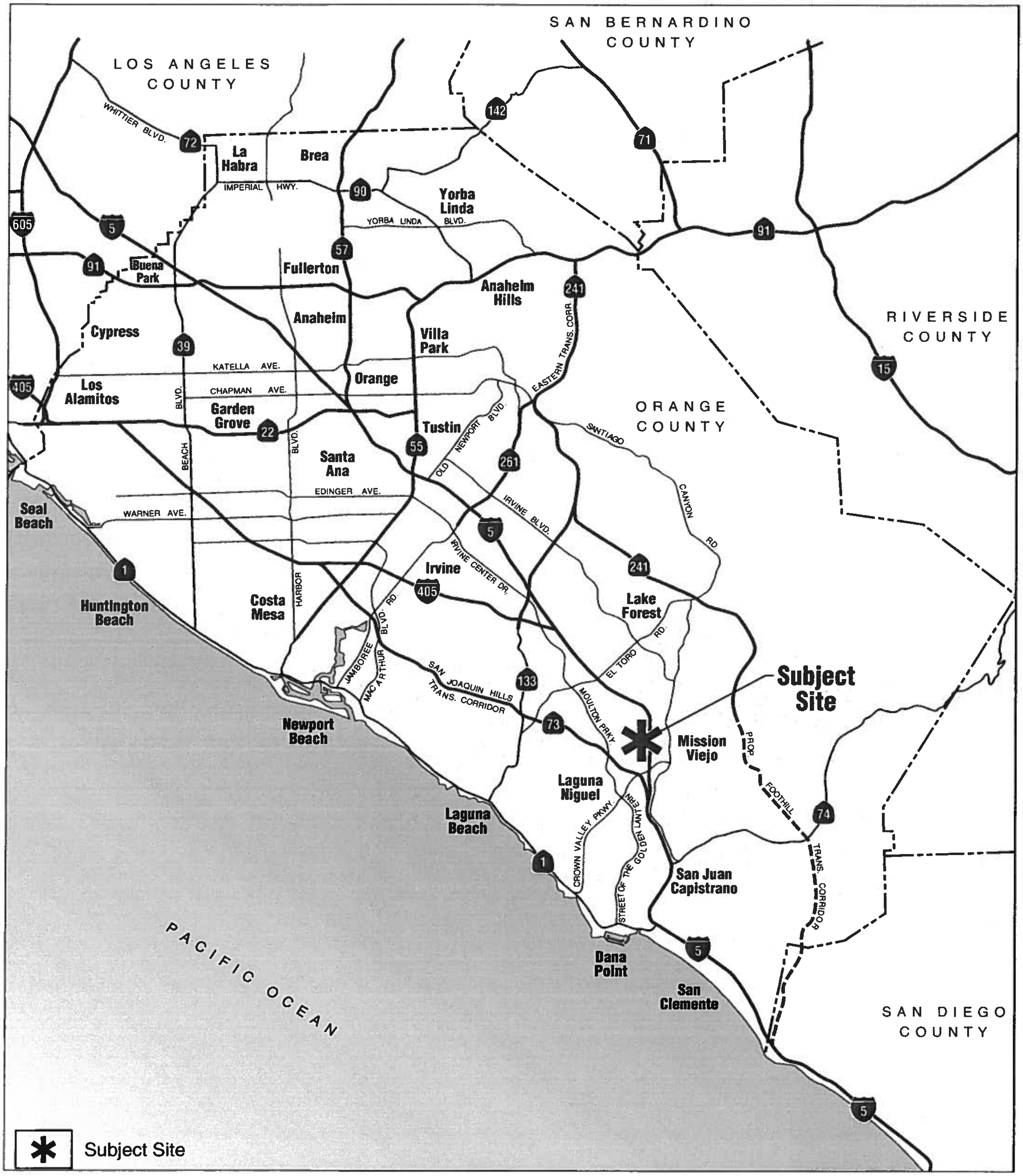
At the southern extent of the proposed bridge facility, Camino Capistrano is a public, two-lane, undivided roadway with curb, gutter, sidewalk, and street lighting along the eastern side of the road. The western side of the road is unimproved with the exception of a paved shoulder. Overhead electrical utility lines exist along both sides of the roadway.

As the proposed bridge progresses north, the existing public roadway transitions to an access road for the MNWD reclamation plant. The access road remains a two-lane roadway, although no lane striping exists. The MNWD access road alignment lacks sidewalks or paved shoulders. The access road ultimately terminates at the MNWD facility, where a turnaround area exists to allow for vehicle u-turns prior to entering the reclamation plant. Overhead electrical utility lines exist along both sides of the access road.

Surrounding uses along Camino Capistrano include:

- Commercial/industrial uses to the southeast and southwest;
- Oso Creek and Southern California Edison (SCE) high-tension overhead electrical lines to the east;
- the MNWD reclamation plant to the north; and
- the Southern California Regional Rail Authority (SCRRA)/Metrolink/Burlington Northern Santa Fe (BNSF) railroad alignment to the west.

As stated above, the SCRRA/Metrolink/BNSF railroad alignment exists adjacent to Camino Capistrano to the west. The alignment provides for passenger and cargo rail operations and is composed of two parallel tracks. The existing railroad right-of-way (ROW) is surrounded by a chain-link fence on the east



NOT TO SCALE

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09/11 • JN 10-103503

CABOT-CAMINO CAPISTRANO BRIDGE PROJECT
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Regional Map

Exhibit 2-1

1/24/2012 ITEM NO. 4.5

CABOT-CAMINO CAPISTRANO BRIDGE PROJECT
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Project Location Map

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Exhibit 2-2

1/24/2012 ITEM NO. 4.5

and a landscaped slope (ultimately leading up to Cabot Road) to the west. The existing railroad ROW is approximately 100 feet wide.

Cabot Road/Merit Circle

The existing Cabot Road/Merit Circle intersection is unsignalized. In the vicinity of the proposed project, Cabot Road is a four-lane roadway with a painted median, and includes marked bicycle lanes in both directions. Curb and gutter facilities exist along the easterly side of the road, while a curb, gutter, and sidewalk exist along the westerly side. Street lighting exists along both sides of the road. The westerly frontage to Cabot Road is landscaped. To the east, a landscaped slope exists, ultimately leading down to the railroad ROW. In addition, an unimproved, unpaved recreational trail exists along the eastern side of Cabot Road. Based on the County of Orange's map of Major Riding and Hiking Trails and Off-Road Paved Bikeways, this unimproved segment of trail within the project area is a proposed riding and hiking trail and off-road paved bikeway.[1]

Merit Circle is a two-lane cul-de-sac providing local access to surrounding commercial/industrial facilities. Cabot Road includes a separate left turn lane for northbound traffic turning eastbound to Merit Circle.

Surrounding uses at the Cabot Road/Merit Circle intersection include:

- a landscaped slope and the SCRRA/Metrolink/BNSF railroad alignment to the northeast, east, and southeast; and
- commercial/industrial uses to the northwest, west, and southwest.

2.3 EXISTING GENERAL PLAN AND ZONING

As roadway facilities, Cabot Road, Camino Capistrano, and Merit Circle do not have designations under the *City of Mission Viejo General Plan* (*General Plan*) and *City of Mission Viejo Development Code* (*Development Code*). However, areas surrounding the project site along Camino Capistrano are designated "Business Park" (BP) and "Recreation/Open Space" (R/OS) by the *General Plan* and *Development Code*. Areas along the western side of Cabot Road and surrounding Merit Circle are designated "Business Park" (BP) by the *General Plan* and *Development Code*.

2.4 PROJECT BACKGROUND

The City of Mission Viejo has proposed the Cabot-Camino Capistrano Bridge Project in order to improve the efficiency of the regional roadway network in the southern portion of the City. Currently, the northern segment of Camino Capistrano can only be accessed from Avery Parkway to the south. This creates difficulties in the efficient access of businesses and facilities located at the northerly extent of Camino Capistrano, since Avery Parkway is located approximately 1.75 miles south of the northerly terminus of Camino Capistrano. The proposed project would introduce a northerly access to Camino Capistrano that would substantially improve connectivity within the project area.

Cabot Road is one of the main north-south roadways leading into Laguna Hills and Laguna Niguel. It is also the main access to Crown Valley Parkway, Avery Parkway, Oso Parkway, and La Paz Road, all of which serve as interchanges to I-5. The proposed project is needed to improve traffic circulation throughout the project area, which includes portions of the cities of Mission Viejo, Laguna Niguel, and Laguna Hills. The proposed project is intended to improve the effectiveness of Camino Capistrano as a

[1] County of Orange, *Map of Major Riding and Hiking Trails and Off-Road Paved Bikeways*, March 2008.

frontage road to I-5, by allowing access from the northern terminus of Camino Capistrano, instead of only from Avery Parkway to the south.

The proposed project would provide convenient access to multiple I-5 interchanges (i.e., Crown Valley Parkway, Oso Parkway, and La Paz Road) via Cabot Road, as opposed to existing conditions, where the majority of traffic on Camino Capistrano utilizes the Avery Parkway/I-5 interchange. In addition, the proposed project would provide improved access to the Camino Capistrano business area and the Laguna Niguel/Mission Viejo Metrolink Station (located approximately one mile south of the project site). The proposed project would also greatly improve emergency access and response times within the project area by connecting Camino Capistrano to Cabot Road.

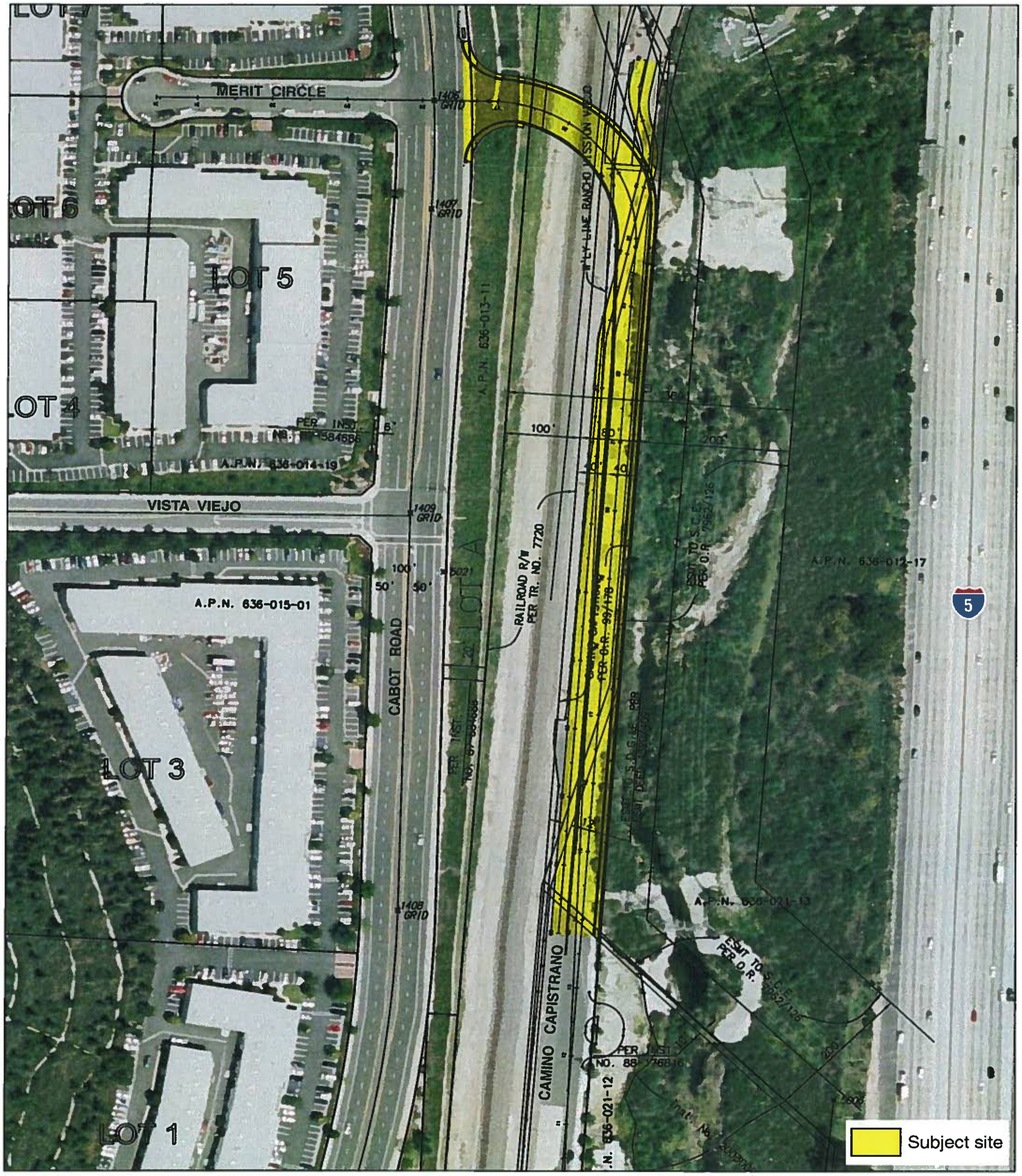
For the reasons cited above, the City's *General Plan* identifies the proposed project as a future improvement within the Circulation Element's Master Plan of Streets. In addition, the proposed project conforms with the Southern California Association of Governments (SCAG) *Regional Transportation Plan* (*RTP*) and is included within the *Regional Transportation Improvement Program* (*RTIP*).

2.5 PROJECT CHARACTERISTICS

As stated above, the proposed project would consist of the construction of a roadway bridge structure that would connect Camino Capistrano to the intersection of Cabot Road and Merit Circle. Specifically, the bridge would: 1) begin at the northerly terminus of Camino Capistrano, where it transitions into an access road to the MNWD reclamation plant; 2) proceed north approximately 0.25-mile; 3) turn west to cross over the existing SCRRA/Metrolink/BNSF railroad alignment; and 4) connect to the intersection of Cabot Road and Merit Circle; refer to Exhibit 2-3, *Project Overview*. The bridge structure would have one lane in each direction, with a separate left turn lane from westbound Camino Capistrano to southbound Cabot Road and a separate right turn lane from westbound Camino Capistrano to northbound Cabot Road. The proposed project would include signalization improvements at the proposed Camino Capistrano/Cabot Road/Merit Circle intersection. Along Camino Capistrano and the bridge's approach to Cabot Road, the bridge abutments would include mechanically stabilized earth (MSE) retaining walls to minimize the proposed project's impact area. The proposed bridge would feature a total of four columns, all of which would occur within the Camino Capistrano ROW. The maximum distance between columns would be 150 feet, and the average bridge width would be 52 feet. The bridge crossing would maintain a 25-foot, 7-inch minimum clearance over the railroad ROW. The total length of all proposed project facilities would be 1,800 linear feet, while the bridge would be 706 linear feet (measured along the proposed Camino Capistrano centerline). Exhibits 2-4a through 2-4e, *Proposed Facilities*, provide a depiction of the facilities associated with the proposed project.

As stated above, a reclamation plant operated by MNWD takes access from the northerly terminus of Camino Capistrano. Thus, the proposed project would maintain access to the MNWD facility via a proposed access road within the existing Camino Capistrano ROW. This access road would also be utilized for continued emergency access to the shopping center located between El Paseo and I-5, north of Oso Parkway.

The project proposes the relocation of existing utility facilities within and surrounding Camino Capistrano to allow for construction of the project. This would include the undergrounding of overhead utilities, consisting of: 1) existing overhead 12 kilovolt electrical and telephone lines along the eastern side of Camino Capistrano along the entire length of the project; and 2) existing 12 kilovolt electrical and telephone lines along the western side of Camino Capistrano where the proposed bridge crosses these utilities.



NOT TO SCALE

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CABOT-CAMINO CAPISTRANO BRIDGE PROJECT
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Project Overview

Exhibit 2-3

APPENDIX J
Traffic Impact Assessment

CABOT ROAD-CAMINO CAPISTRANO BRIDGE IMPROVEMENT PROJECT TRAFFIC IMPACT ANALYSIS

Prepared for

Prepared by

RBF CONSULTING

14725 ALTON PARKWAY, IRVINE, CALIFORNIA 92618-2027
CONTACT: BOB MATSON 949.855.5736 bobmatson@rbf.com

August 26, 2011

JN 10103503

1/24/2012 ITEM NO. 4.5

Excerpt of Appendix J, Cabot Road – Camino Capistrano Bridge Improvement Project Traffic Impact Analysis, dated August 26, 2011, by RBF Consulting, page 2

INTRODUCTION

This study analyzes the forecast traffic impacts associated with the proposed Cabot-Camino Capistrano Bridge Improvement project. The proposed project consists of construction of a bridge structure over the existing BNSF railroad tracks and connects the northerly terminus of Camino Capistrano with Cabot Road. The bridge is planned to have one lane in each direction with a separate left-turn lane from westbound Camino Capistrano to southbound Cabot Road and a separate right-turn lane from westbound Camino Capistrano to northbound Cabot Road.

Camino Capistrano is an arterial highway that functions as a commercial frontage road along Interstate 5 (I-5), and currently, the northerly segment of Camino Capistrano can only be accessed from the south from Avery Parkway. Cabot Road is one of the main north-south roadways leading into Laguna Hills and Laguna Niguel. It is also a main access route to Crown Valley Parkway, Avery Parkway, Oso Parkway, and La Paz Road which all serve as interchanges with Interstate 5. Cabot Road and Camino Capistrano are both included in the Orange County Transportation Authority (OCTA) Master Plan of Arterial Highways (MPAH).

The objective of the Cabot-Camino Capistrano Bridge Improvement Project is to improve traffic circulation through this area that shares common city boundaries with the three cities of Mission Viejo, Laguna Niguel, and Laguna Hills, to improve the effectiveness of Camino Capistrano as a frontage road to Interstate 5, and to provide improved access to the Camino Capistrano business area and the Laguna Niguel/Mission Viejo Metrolink station. Additionally, emergency vehicle access will be greatly improved as a result of connecting Camino Capistrano with Cabot Road at the Merit Circle intersection. The new structure will allow motorists another parallel route to Interstate 5 and will be processed through the Caltrans Local Assistance Program for the purpose of federal funding eligibility.

A Moulton Niguel Water District facility is located north of the project and currently takes access off of the northerly terminus of Camino Capistrano. The proposed project will maintain access to the water district facility through a parallel 20-feet wide access road. Camino Capistrano also provides emergency access for the shopping center located along El Paseo north of Oso Parkway. Access to the El Paseo shopping area will be maintained during construction of the project.

Excerpt of Appendix J, Cabot Road – Camino Capistrano Bridge Improvement Project Traffic Impact Analysis, dated August 26, 2011, by RBF Consulting, page 38

CONCLUSIONS

The study intersections are currently operating at an acceptable LOS (LOS D or better) according to City of Mission Viejo performance criteria with the exception of the following two study intersections:

- I-5 Northbound Ramps/Oso Parkway (p.m. peak hour only); and
- Marguerite Parkway/Avery Parkway (both a.m. and p.m. peak hours).

The study roadway segments are currently operating at an acceptable LOS (LOS D or better) according to City of Mission Viejo performance criteria.

The study intersections are forecast to operate at an acceptable LOS (LOS D or better) according to City of Mission Viejo performance criteria for forecast General Plan buildout without project conditions with the exception of the following two (2) study intersections:

- Cabot Road/Crown Valley Parkway (p.m. peak hour only); and
- Marguerite Parkway/Avery Parkway (both a.m. and p.m. peak hours).

The study roadway segments are forecast to operate at an acceptable LOS (LOS D or better) according to City of Mission Viejo performance criteria for forecast General Plan buildout without project conditions.

The project will consist of a bridge structure that crosses the existing SCRRA/Metrolink/BNSF railroad tracks and connect the northerly terminus of Camino Capistrano with Cabot Road at the Merit Circle intersection. The new structure will allow motorists another parallel route to Interstate 5 and will be processed through the Caltrans Local Assistance Program for the purpose of federal funding eligibility.

The study intersections are forecast to continue to operate at an acceptable LOS (LOS D or better) according to City of Mission Viejo performance criteria for forecast General Plan buildout with project conditions with the exception of the following two (2) study intersections:

- Cabot Road/Crown Valley Parkway (p.m. peak hour only); and
- Marguerite Parkway/Avery Parkway (both a.m. and p.m. peak hours).

The study roadway segments are forecast to continue to operate at an acceptable LOS (LOS D or better) according to City of Mission Viejo performance criteria for forecast General Plan buildout with project conditions.

The proposed project is forecast to not have a significant impact at the study intersections or roadway segments for forecast General Plan buildout with project conditions.

The proposed project is forecast to not have a significant impact at the State Highway study intersections, mainline, or ramps for forecast General Plan buildout with project conditions.

CITY OF LAGUNA HILLS

AGENDA REPORT
COMMUNITY SERVICES DEPARTMENT

ISSUE: **ONE YEAR EXTENSION OF THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF THE UPPER HIGH SCHOOL FIELD.**

SUMMARY:

In 1994, the City and the Saddleback Valley Unified School District (SVUSD) entered into a fifteen-year Agreement for the shared use of fields at Laguna Hills High School. The City funded the installation of lights on a softball field and partial soccer field and, in return, the SVUSD provided field use times in the fall and spring for City scheduled recreation programs. The City Council, on May 12, 2009, approved Amendment No. 1 to the Joint Recreation Maintenance and Operation Agreement (Amendment No. 1) which permits both parties to extend the Agreement by written consent. City staff and SVUSD staff desire to extend the Agreement for another year, until April 26, 2013.

BACKGROUND:

Effective April 26, 1994, the City of Laguna Hills entered into an Agreement with the SVUSD to allow the joint use of high school athletic fields at Laguna Hills High School. At the time of the development of that Agreement, the City was just completing the Cabot Park Sports Fields and did not have the Community Center and Sports Complex. There were no night-lit fields within the City and an opportunity was identified to fund and construct lights on some of the athletic fields at Laguna Hills High School in return for the authority to program these fields for City recreation supported activities such as youth sports.

The Joint Use Agreement was set to expire in April 2009, and in accordance with the original terms of the Agreement, the City and SVUSD acknowledged in writing their mutual interest in extending the terms of the existing Agreement and the City Attorney's

---

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXTEND THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR ONE YEAR.

---

office prepared Amendment No. 1 to the Joint Recreation Maintenance and Operation Agreement (Amendment No. 1). On May 12, 2009, the City Council authorized the City Manager to sign Amendment No. 1 which extended the Agreement until April 26, 2011, unless further extended by mutual consent. Last year, the Agreement was extended by one year to April 26, 2012, by written consent of both parties and City Council approval.

City staff and SVUSD staff have met and desire to extend the Agreement for another year until April 26, 2013. As stated in Amendment No. 1, the term of the Agreement may be further extended by written consent of the parties and any extension is to be finalized at least ninety (90) days before the end of the Agreement term. The end of the current Agreement term is April 26, 2012.

SVUSD staff provided the City with written notification of their intent to extend the Agreement for another year. Upon the City Council's authorization, the City Manager will send a letter to SVUSD also expressing the City's intent to extend the agreement for another year under the same terms and conditions. SVUSD's letter and the City's draft letter are attached to this staff report for the City Council's reference.

FISCAL IMPACT:

The City's share of the electricity costs for night lighting of the athletic fields and a proportionate share of the field maintenance costs are approximately $15,000 per year.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXTEND THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR ONE YEAR.

ATTACHMENTS:

1. City of Laguna Hills and SVUSD Letters
2. Amendment No. 1 to Joint Use Agreement
3. Joint Recreation Maintenance and Operation Agreement

January 24, 2012

Mr. Sean Boulton
Principal
Laguna Hills High School
25401 Paseo de Valencia
Laguna Hills, CA 92653

Dear Principal Boulton:

The City of Laguna Hills received your letter dated November 30, 2011, stating Laguna Hills High School's intent to extend the "Joint Recreation Maintenance and Operation Agreement," dated April 26, 1994, for another year. The City of Laguna Hills also agrees to extend said agreement for another year until April 26, 2013, under the same terms and conditions.

Sincerely,

BRUCE E. CHANNING
City Manager

Cc: Clint Harwick, Ed.D, Superintendent

Laguna Hills High School
25401 Paseo de Valencia
Laguna Hills, California 92653
(949) 770-5447
Sean Boulton, Principal

Saddleback Valley Unified School District

"Preparing today's students to succeed in tomorrow's world"

November 30, 2011

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Attn: Bruce Channing, City Manager

Dear Mr. Channing,

David Reynolds and I have met several times over the past few months regarding the "Joint Recreation Maintenance and Operation Agreement," dated April 26, 1994. Following discussion and clarification of some things Laguna Hills High School has agreed to extend said agreement for another year.

Sincerely,

Sean Boulton, Principal

Cc: David Reynolds, Deputy City Manager
Dan Meehan, Community Services Superintendent
Clint Harwick, Ed.D., Superintendent SVUSD

Attachment 2

AMENDMENT

NO.1 TO JOINT

USE AGREEMENT

AMENDMENT NO.1
TO
JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT

THIS FIRST AMENDMENT to the Joint Recreation Maintenance and Operation Agreement (the "Amendment") is made and entered into to be effective the 22nd day of April 2009 by and between the CITY OF LAGUNA HILLS, a general law city and municipal corporation (hereinafter referred to as the "City") and SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, (hereinafter referred to as the "District") (collectively, the "Parties").

RECITALS

A. City and District previously entered into a Joint Recreation Maintenance and Operation Agreement (the "Agreement"), which was made and entered into on April 26, 1994, concerning the construction and maintenance of recreational facilities and the operation of community recreational programs for an initial term of fifteen (15) years. A copy of the Agreement is attached as Exhibit "A" hereto and is incorporated herein by this reference. Unless extended by the Parties, the Agreement will expire on April 26, 2009.

B. Section 2.1 of the Agreement provides that the Agreement may be extended by mutual written consent of the parties, and that the terms of any extension are to be negotiated and finalized at least ninety (90) days before the end of the term of the Agreement.

C. City and District desire to amend the Agreement to extend the term of the Agreement for one (1) year, to April 26, 2010, with an automatic extension thereafter to April 26, 2011, unless either party provides written notice of termination to the other party at least ninety (90) days in advance of April 26, 2010.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 2.1, "Term," of the Agreement: Section 2.1 is hereby amended in its entirety to read as follows:

   "The term of this Agreement shall be 16 years commencing on April 26, 1994 and expiring on April 26, 2010. Thereafter, the term of this Agreement shall automatically extend to April 26, 2011, unless either party provides written notice of termination to the other party at least ninety (90) days in advance of April 26, 2010. The term of the Agreement may be further extended by written consent of the parties. The terms and conditions of any extension are to be negotiated and finalized at least ninety (90) days before the end of this term or any extension thereof."

2. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All of the terms, conditions, and

provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.

IN WITNESS WHEREOF, the Parties have executed and entered into this First Amendment to the Agreement as of the date first written above.

"CITY"

CITY OF LAGUNA HILLS

By: ______________________
Bruce E. Channing,
City Manager

ATTEST:

By: ______________________
Peggy J. Johns, City Clerk

APPROVED TO FORM

By: ______________________
Gregory E. Simonian,
City Attorney

"DISTRICT"

SADDLEBACK VALLEY UNIFIED
SCHOOL DISTRICT

By: ______________________
Steven L. Fish, Ed.D., Superintendent

ATTEST:

____
Clerk of the Board of Education

APPROVED AS TO FORM:

____
General Counsel

Attachment 3

JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT

JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT

CITY OF LAGUNA HILLS

AND

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Dated: April 26, 1994

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#A94-008

1/24/2012 ITEM NO. 4.6

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JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT
CITY OF LAGUNA HILLS AND
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

LAGUNA HILLS HIGH SCHOOL

This Joint Recreation Maintenance and Operation Agreement ("Agreement"), is entered into this 26th day of April, 1994, by and between the City of Laguna Hills ("City") and the Saddleback Valley Unified School District ("District").

R E C I T A L S

a. District is the owner of certain real property on the Laguna Hills High School campus situated in the City of Laguna Hills, and as described in Exhibit A (the "Property").

b. City lacks necessary athletic and recreational facilities to meet the needs of its citizens.

c. District is also in need of improved athletic and recreational facilities.

d. City desires to provide the necessary funding so that District can construct certain lighting improvements (the "Improvements") on the Property, as more fully described in Exhibit B attached hereto. The Improvements will be constructed with the mutual consent and full approval of both the City and the District.

e. The Property is ideally suited for meeting the stated purpose.

f. City and District have both adopted a joint resolution expressing their mutual desire to cooperate in providing recreational facilities for Laguna Hills students and residents.

g. Education Code Section 10900 et seq. authorizes the governing bodies of City and District to enter into agreements for the construction and maintenance of recreational facilities and the operation of community recreational programs.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

Article 1. General

1.1 The parties agree that the Recitals set forth above are true and correct and are incorporated herein as an integral part of this Agreement.

1.2 Subject to the conditions as set forth herein, District has been granted the right to construct the Improvements on the Property at City expense, and to use the Property and the Improvements during the term of this Agreement at no expense to the District other than those specified in Article 6.

1.3 Subject to the conditions set forth herein, City is hereby granted the right to use the Property and the Improvements during the term of this Agreement at no cost to the City except as specified in Articles 5 and 6.

Article 2. Term

2.1 The term of this Agreement shall be 15 years commencing on April 26, 1994. The conditions and term of the Agreement may be extended by mutual written consent of the parties. The terms of any extension are to be negotiated and finalized at least ninety (90) days before the end of this term or any extension thereof.

2.2 This Agreement may be terminated by either party at an earlier date than specified under Section 2.1 by providing written notice to the other party at least ninety (90) days in advance of the early termination date. Early termination shall not relieve either party of any obligations, financial or otherwise, which are owing at the time of termination or which extend beyond the termination date.

Article 3. Use

3.1 During the term of this Agreement, Property and Improvements shall be used only for recreational purposes, including school activities, as authorized under the jurisdiction of either the City or the District, unless specifically agreed to in writing by Authorized Representatives of both parties. The Authorized Representatives shall be as follows:

For the City: City Manager or designee

For the District: Superintendent or designee

3.2 City and District agree that both parties have the obligation to use the Property and Improvements in a responsible manner so as to maintain the Property in an acceptable condition, and to extend the life of the Improvements. Should a dispute arise between City and District as to the use of the Property and Improvements, the parties shall attempt to settle such dispute through informal discussions between their respective Authorized Representatives. Should City and District be unable to resolve the dispute through such informal procedure, the provisions of Article 13 shall take effect.

Article 4. CEQA Compliance

4.1 City and District agree that construction of the Improvements constitutes a project under the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq. City is the lead agency for CEQA compliance, and has prepared all necessary documentation, held such public hearings as are required under CEQA, and has borne the costs involved in complying with CEQA.

4.2 After compliance with the CEQA process, City has determined that the project will not have a significant impact upon the environment and has prepared a Negative Declaration which has been approved by the City Council and has, or will be, posted as required by CEQA.

Article 5. Construction of Improvements

5.1 The Improvements are to be constructed so as to meet all requirements of the Office of State Architect ("OSA") and the Office of Local Assistance ("OLA"). District shall employ District-approved architects to provide all necessary documents for state approval and bidding of the project. District will be responsible for advertising the bid for the project and awarding the bid after consultation with City.

5.2 City shall supply District with all necessary documents and plans so that the District-approved architect can complete satisfactory plans for approval by OSA, OLA, and the District Board of Education.

5.3 Any construction schedule for the Improvements will be mutually agreed upon in writing between the Authorized Representatives of District and City and shall be designed so as not to unnecessarily interfere with ongoing District or school programs. During construction, District shall provide all legally required inspection and supervision of the contractor. Upon completion of the Improvements, District shall provide City with copies of all as-built plans.

5.4 City shall contribute all funds necessary for financing the construction of the Improvements up to a total of One Hundred Ninety-two Thousand Dollars ($192,000.00), which includes architect's fees and any required testing. Should the lowest responsible bid for the Improvements exceed $192,000, the bid shall not be awarded without the prior written approval of City. After award of bid, no change orders or other modifications to the Improvements shall be approved by District without prior written approval of City.

5.5 Upon receipt of an invoice or payment request for the Improvements, District shall submit the invoice or payment request directly to City for payment and City shall make payment within thirty (30) days after receipt from the District.

Article 6. Repairs, Maintenance and Alterations

6.1 The District shall have responsibility for maintenance of the Property and the Improvements thereon unless other arrangements are negotiated and finalized in writing.

6.2 The District shall maintain the Property and the Improvements in accordance with normal District operation and maintenance standards. In the event the City has a good faith belief that the Property and the Improvements are not being maintained in a satisfactory manner, the City shall notify the District of specific deficiencies in writing. Upon receipt of such written notice, the District shall undertake to remedy such deficiencies, unless it determines that some or all of the deficiencies noted are not warranted. In the event of disagreement as to required maintenance measures, the matter shall be resolved in accordance with Article 13.

6.3 On or before October 15 of each year during the term of this Agreement (except for the 1994-95 fiscal year), City shall pay to District an amount equal to City's proportionate share of the costs incurred by District to maintain the Property and Improvements (the "Maintenance Fee"). Except for the 1994-95 fiscal year, the annual Maintenance Fee for each fiscal year shall bear the same proportionate relationship to the total maintenance costs for the Property and Improvements as City's actual use of the Property and Improvements bears to the total use of the Property and Improvements during the immediately preceding fiscal year. Attached hereto as Exhibit "C" is a list of maintenance items which shall be included in the calculation of the Maintenance Fee. With the exception of fiscal year 1994-95, the Maintenance Fee set forth in this Section 6.3 shall be reviewed by City and District not later than August 1 of each year, and any modification to the Maintenance Fee shall be approved by City and District no later than September 15 of that year. Within thirty (30) days after execution of this Agreement by both parties, City shall pay to District the sum of Eight Thousand Dollars ($8,000.00) as an estimated Maintenance Fee for fiscal year 1994-95.

6.4 The Improvements shall have their own electric meter, and the City and District shall each pay their prorata share of the monthly electric bill based upon actual use of the Property and Improvements.

6.5 Major alteration of the Improvements constructed pursuant to this Agreement shall be undertaken only with the mutual written consent of City and District, after costs have been determined and agreed upon in writing in advance. The consent of either party shall not be unreasonably withheld.

Article 7. Administration and Scheduling of Use

7.1 District and City shall each have the responsibility for administration and scheduling of the Property, the Improvements and the recreational programs conducted thereon during the time allocated to the respective entity as set forth in Section 7.2.

7.2 The scheduling of use of the Property and Improvements shall be governed by the following:

a. The Master Schedule for use shall be established semi-annually by the City and District no later than November 1 for February through July and May 1 for August through January. Such Master Schedule shall be adjusted as necessary only with the written consent of the Authorized Representatives of City and District.

b. For the 1994-95 school year, commencing July 1, 1994, the use of the Property and Improvements shall be as follows:

i. District shall have exclusive use of the Property during daylight hours on any school day up to the end of normal school activities, including athletic events.

ii. City shall have first priority use of the Property and Improvements from the completion of normal school activities (generally, 5:00 P.M. to 6:00 P.M.) until 10:00 P.M. on Monday through Thursday during the months of September through December and March through May.

iii. The District Recreation Department shall have first priority use of the Property and Improvements from the completion of District uses until 10:00 P.M. on Friday through Sunday during the months of September through December and March through May, and for all daylight and evening hours, up to 10:00 P.M., during the months of June through August.

iv. The City and the District have not yet determined the uses for January and February of 1995, and such uses will be determined in accordance with Section 7.2(a).

v. The parties agree that scheduling and use of the Property and Improvements is to be done in the spirit of cooperation and mutual assistance, and therefore, if the agreed upon time blocks are not scheduled by either the City or District, the time may be made available to the other party for use and programming.

c. No use of the Property or Improvements by City shall unreasonably interfere with District educational (including Adult Education) or extraordinary athletic events at Laguna Hills High School.

Article 8. **Insurance and Indemnification**

8.1 City shall be responsible for acts or omissions of City, its officers, agents or employees arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless District, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from District, its officers, agents or employees.

8.2 District shall be responsible for acts or omissions of the District, its officers, agents or employees arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless City, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from City, its officers, agents or employees.

8.3 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. Accordingly, during any period of time in which the parties maintain insurance as a regular practice on the operations, buildings or structures it owns, the parties shall maintain the insurance required by this Article. During any period of time in which the parties, as a regular practice, do not maintain insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the parties may meet its insurance requirements under this article in the same manner.

8.4 At any time City is not self-insured or part of an insurance JPA, City shall, during the period of this Agreement, maintain public liability insurance coverage for the acts or omissions of the City described in Section 8.1 in a form to be approved by District in the following minimum amounts:

Bodily Injury (including death)	$1,000,000
Each person, each occurrence	$1,000,000
Property damage	$ 200,000

Policies or certificates evidencing City's coverage as required by this Section shall be filed with District, shall include District as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days written notice to District prior to any material change, termination or cancellation.

8.5 At any time District is not self-insured or part of an insurance JPA, District shall, during the period of this Agreement, maintain public liability insurance coverage for the acts or omissions of the District described in Section 8.2 in a form to be approved by City in the following minimum amounts:

Bodily Injury (including death)	$1,000,000
Each person, each occurrence	$1,000,000
Property damage	$ 200,000

Policies or certificates evidencing the District's coverage required by this Section shall be filed with City, shall include City as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days written notice to City prior to any material change, termination or cancellation.

8.6 District shall provide insurance against loss or damage to the Improvements constructed on the Property by fire, vandalism, malicious mischief and all hazards included in the present all risk coverage endorsement or under the provision of such successor extended coverage endorsements as may then be available in an amount not less than one hundred percent (100%) of the replacement cost of the Improvements.

8.7 The parties agree that the insurance limits referred to in this Article may be increased from time to time by mutual written consent in accord with then accepted practice for California cities and school districts.

Article 9. **Disposition of Improvements**

9.1 For the initial term of this Agreement, the Improvements shall be the property of City. At the end of the initial fifteen (15) year term of the Agreement, ownership of the Improvements shall be transferred in full, at no cost, to the District.

9.2 At any time during the term of this Agreement, or at the time of any early termination of the Agreement under Section 2.2 District shall have the irrevocable option to purchase the Improvements according to the following schedule:

a. Years 1-5 of the Agreement: District shall reimburse City for the actual amount expended by City for the purchase and installation of the Improvements.

b. Years 6 - 15 of the Agreement: District's reimbursement to City for the actual cost of financing the purchase and installation of the Improvements shall be reduced by ten percent (10%) each year.

9.3 Should City elect to terminate this Agreement before the end of the initial term in accordance with Section 2.2, and should District decline to exercise its option to purchase the Improvements pursuant to Section 9.2, City shall remove the Improvements, at City's sole expense, and restore the property to its original (pre-Agreement) state, normal wear and tear excluded. Should District elect to terminate this Agreement before the end of the initial term and decline to exercise its option to purchase the Improvements pursuant to Section 9.2, District shall contribute fifty percent (50%) of the costs incurred by City in removing the Improvements and restoring the Property to its original (pre-Agreement) state, normal wear and tear excepted. Should District own the Improvements, or elect to purchase the Improvements pursuant to Section 9.2, then, at the time of termination of the Agreement, the Improvements shall remain in place. Thereafter, the cost of any removal of the Improvements shall be borne entirely by District.

Article 10. Damage or Destruction of Improvements

If the Property or any Improvements constructed thereon are destroyed by fire, water, earthquake, flood, storm, or other casualty, City and District shall attempt to reach mutual agreement on the course of action to be taken. City and District may mutually agree in writing to repair the Improvements and/or the Property, and to continue the Agreement. City and District may also mutually agree in writing that repair or reconstruction is infeasible, and therefore may elect to terminate the Agreement. If this election is made, the cost of placing the Property in a condition which does not present a health or safety hazard shall be shared by City and District to the extent not covered by insurance under Article 8. If City and District cannot reach mutual agreement, the dispute will be resolved under Article 13 of this Agreement.

Article 11. Supervision and Clean-up

During their respective times of use as set forth in Article 7 of this Agreement, City and District shall be responsible for adequate supervision and clean-up of the Property and Improvements. City and District shall require any user who contracts to use the Property and Improvements with either entity to provide adequate supervision and guarantees that the Property and Improvements will be cleaned up after such usage. Any user fee charged to contract users shall be sufficient to pay someone to clean up the Property immediately after the use of the Property is completed, and prior to school commencing on the next school day. If no user fee is charged to contract users by City, City will assume the responsibility for clean-up and supervision as set forth in this

Article 11. City and District agree that no use of the Property or Improvements will be allowed when such use involves the consumption or possession of alcohol nor shall any use be allowed which would unreasonably damage the Property or Improvements.

Article 12. Parking Facilities

District and City agree that City's use of the Property and Improvements may at times create an impact on the District's available parking at Laguna Hills High School. Therefore, City shall construct, as part of the Improvements, a temporary, overflow parking area in the open field space adjacent to existing student parking and the Laguna Hills High School football stadium. The District shall maintain the parking area to the same standards as other high school parking lots. Expenses for the construction of this temporary overflow parking area shall be a part of the $192,000 referenced in Section 5.4. Should the City or District terminate this Agreement under Section 9.3, City shall not be required to remove the temporary parking lot and restore the Property to its original state.

Article 13. Disputes

In the event of a dispute among City and District as to any provision of this Agreement, the following procedures shall be followed: District and City shall each appoint a representative, and the two appointed representatives shall select a third neutral representative. The three representatives so selected shall resolve the dispute by majority vote. The decision of the representatives shall be binding upon the parties.

Article 14. Assignment and Subletting

The rights and obligations of City and District under this Agreement shall not be assigned or sublet without the written consent of the other party; provided, however, that either City or District may permit use of the Property and Improvements by community groups or individuals as required or authorized under their respective jurisdictions.

Article 15. Notice

All communications, notices and demands of any kind which either party may be required or desire to give or serve upon the other party shall be made in writing and sent to the following addresses:

City: City Manager
City of Laguna Hills
25201 Paseo de Alicia, Suite 150
Laguna Hills, CA 92653

District: Superintendent
Saddleback Valley Unified School District
25631 Diseno Drive
Mission Viejo, CA 92691

Any notice sent by mail shall be presumed to have been received by the addressee five (5) business days after posting in United States mail in Orange County, California. Either party may change its address by giving the other party written notice of its new address as herein provided.

Article 16. Eminent Domain

In the event that all or any portion of the Property is taken by eminent domain pursuant to law, District and/or the City shall have the right to terminate this Agreement and be reimbursed from the condemnation proceeds for the fair market value of the Property and Improvements paid for by the District or the City, whichever is applicable.

Article 17. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Article 18. Entire Agreement

This Agreement contains all of the understandings of the parties with respect to the matters contained in this Agreement. All prior or contemporaneous agreements or understandings, oral or written, are merged into this Agreement and shall not be effective for any purpose. No provision of this Agreement may be amended or modified except in writing, signed by the parties or their respective successors-in-interest and expressly stating that it is an amendment to this Agreement.

Article 19. Severability

If any paragraph, section, sentence, clause or phrase contained in this Agreement becomes, or is held by any court of competent jurisdiction to be illegal, null or void or against policy, the remaining portions of this Agreement shall remain in force and effect to the fullest extent permissible by law.

Article 20. Governing Law

This Agreement is executed in and shall be governed by the laws of the State of California.

Article 21. Headings

Headings in this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

Article 22. <u>Incorporation of Exhibits</u>

All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, which may be done in counterparts, as set forth below.

"CITY"

CITY OF LAGUNA HILLS

By
Its R. CRAIG SCOTT, MAYOR

April 26, 1994
Date

ATTEST:

City Clerk MARY A. CARLSON

APPROVED AS TO FORM:

ROURKE, WOODRUFF & SPRADLIN

Lois E. Jeffrey
LOIS E. JEFFREY
City Attorney

"DISTRICT"

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By
Its Superintendent

April 26, 1994
Date

ATTEST:

Clerk of the Board of Education

APPROVED AS TO FORM:

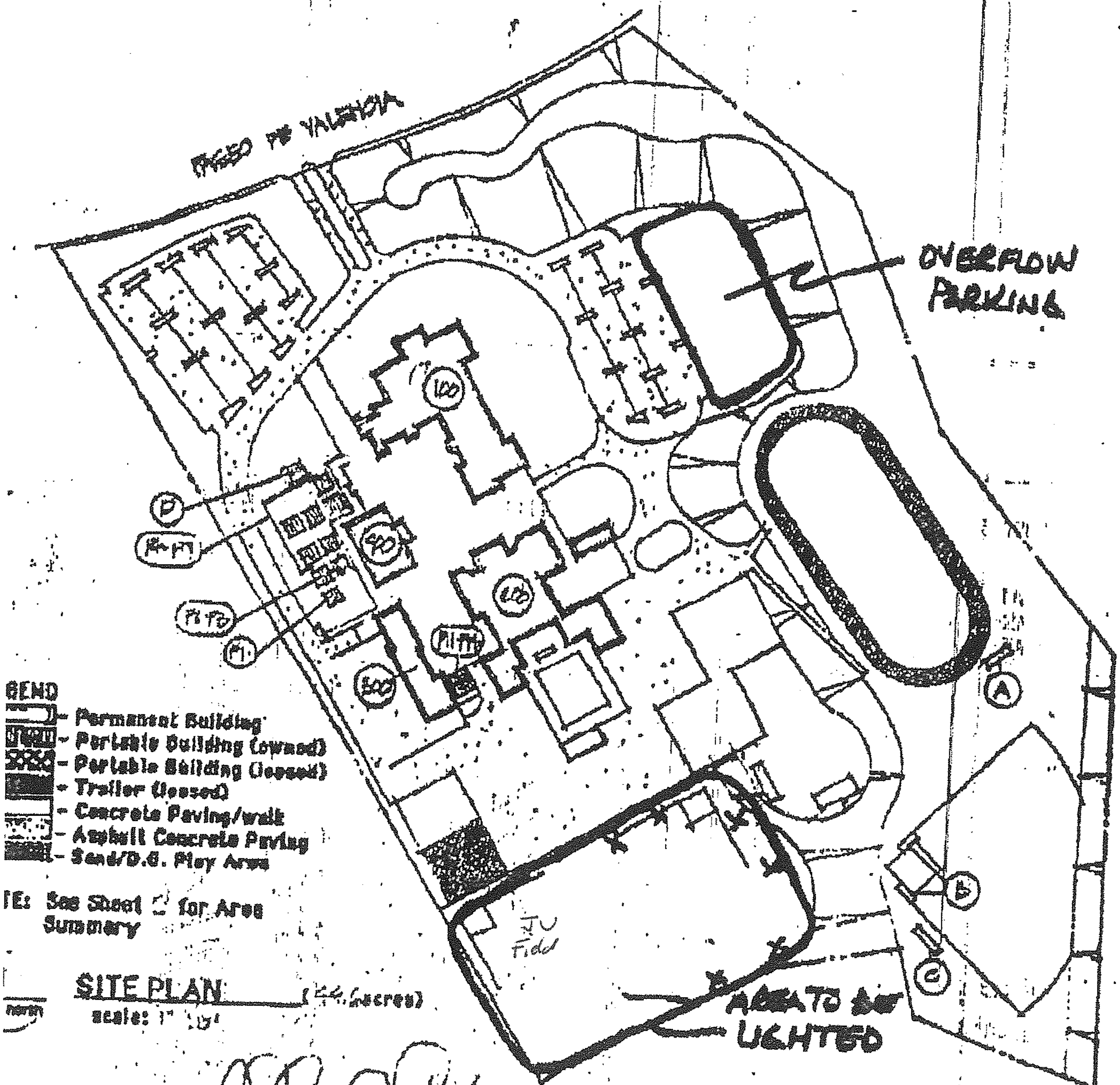
RUTAN & TUCKER

General Counsel

DIAGRAM OF BUILDING AREAS

School: Laguna Hills High School
Address: 25401 Paseo de Valencia, Laguna Hills 92653
District: Saddleback Valley Unified
County: Orange

☒ Exist. Bldgs sp-1A
Basic Plans sp-2A
Final Plans sp-3A



Architect: [signature]

Date: 11-2-86 Sheet 1 of 2 Sheets

Rev: ______

Ralph Bradshaw/Richard Bundy and Associates Architecture and Urban Design
371 Eighth Avenue, Suite A / San Diego, California 92101 / Telephone (619)231-4929

Exhibit "A"

TOTAL P.03

R-95%

714 5469035

04-15-94 04:06PM P009 #10

Ball Field Lighting

The existing ball fields (A, B and C) are located on the western portion of the site. Fields B and C are 200′ fields, and will be lighted as part of this scope of work. The electrical for the lighting system will be taken from the existing Building C electrical room where the main electrical switchboard is located. A consuit in the asphalt parking lot will run in a northwest direction to a pull-box from the building to a conduit installed in the base of the slope running along Laguna Hills Drive. This conduit will run to a second pull box, and then change to a southeasterly direction to the proposed lighting switchboard located adjacent to the existing tennis courts. The lights proposed for each of these fields will be a level 8 type system as manufactured by Mussco Lighting, or an approved equal, with 95% glare control shields.

The fields will be lit with a total of seven poles; three per field, and one shared pole along the southwest border. A set of poles at each field will be installed 30′ in each direction of homeplate, approximately 5′ behind the backstop. A second set of poles will be installed 160′ in each direction of homeplate, approximately 5′ behind the backstop. Each pole is between 70 and 80 feet high. There will be approximately 45 fixtures mounted on the seven poles.

Temporary Parking Lot

The student parking lot is located in the southeastern section of the high school site. The parking lot contains 153 paved spaces. There is an ungraded open space adjacent to the southeast of the paved parking lot. The scope of work would include clearing, grubbing and fine-grading this space. A 4′ high chainlink fence and gate would be installed at the east and west access points to this temporary parking lot area from the existing parking lot and along the western border adjacent to the high school track area. A 4" thick section of aggregate base will be placed on the fine-graded earth as a driving surface. Two directional signs will be placed at each of the gate entries to the temporary parking area. This temporary parking lot will accommodate approximately 147 additional spaces.

Exhibit B

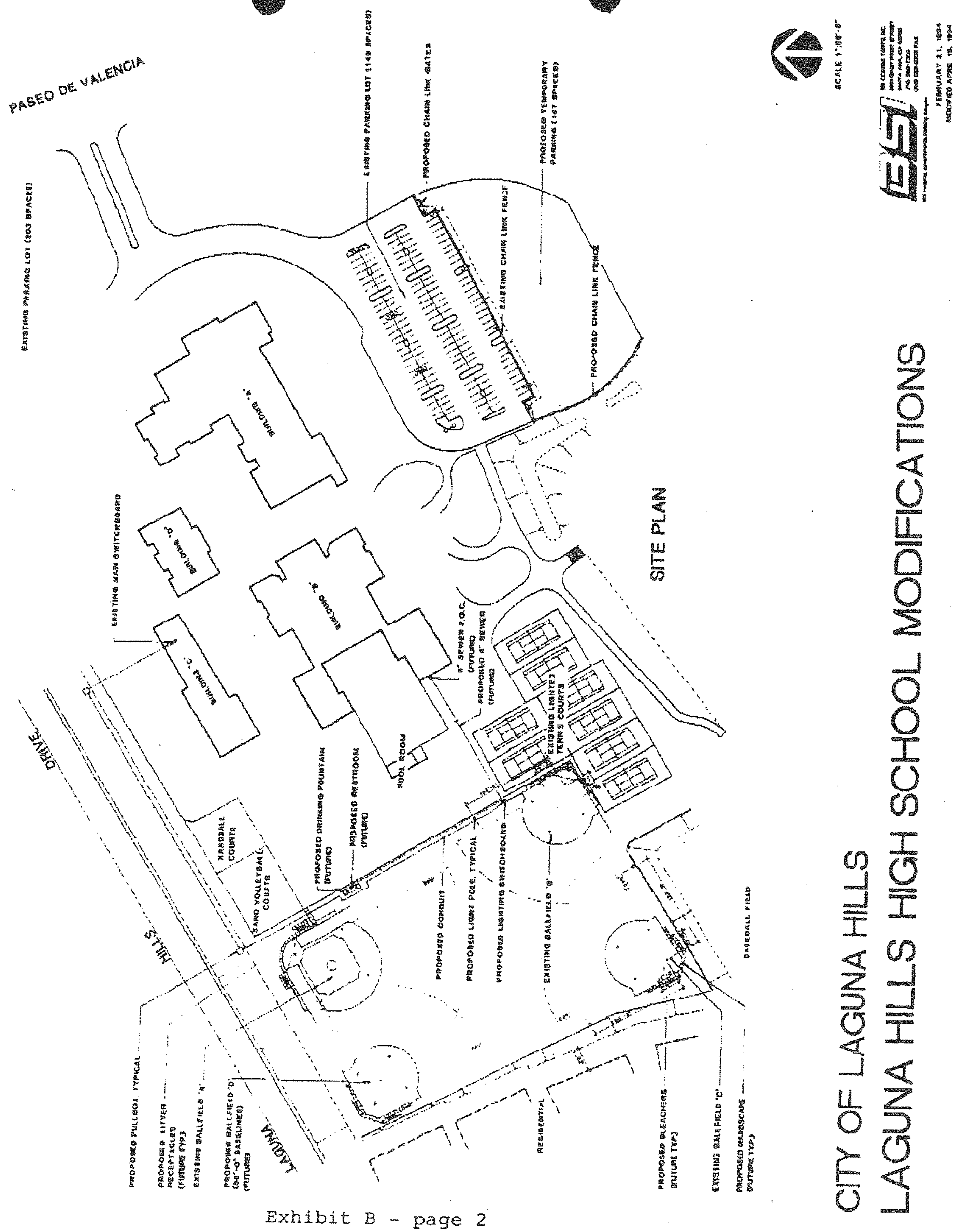


Exhibit B - page 2

MAINTENANCE ITEMS SPECIFIED IN ARTICLE 6.3

1. Brick dust replacement - 2 fields.

2. Field/infield preparation and watering.

3. Repair/replacement of benches and other field amenities.

4. Repair and maintenance of fences, backstops, dugouts, etc. for safety reasons.

FS2\397\060989-0028\2093440. 04/20/94

Exhibit C

CITY OF LAGUNA HILLS

AGENDA REPORT
PUBLIC SERVICES DEPARTMENT

ISSUE: **PROGRESS PAYMENT NO. 3 FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164**

SUMMARY:

Work on the Avenida de la Carlota Widening Project, CIP No. 164, began on October 17, 2011, and is being performed by Hillcrest Contracting, Inc. Work performed in December included clearing and grubbing, traffic control, Storm Water Pollution Prevention Plan preparation, excavation, concrete removal and replacement, access ramps, driveway replacement, curb and gutter replacement, and traffic signal modifications. The contractor has submitted the third progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, Hillcrest Contracting, Inc., has submitted the third progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	$	AMOUNT
1	Clearing & Grubbing	.15	LS	$47,000.00	$ 7,050.00
2	Traffic Control	.15	LS	$ 7,500.00	$ 1,125.00
3	SWPPP	.15	LS	$ 1,680.00	$ 252.00
5	Unclassified Excavation	50	CY	$ 63.00	$ 3,150.00

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF $67,437.36, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164.

012412/DEPT/PUBLIC SERVICES/CINDY/AGENDA/CITY COUNCIL/PROGRESS PAYMENT 3 CIP NO. 164

8	R&R Access Ramp	2	EA	$ 880.00	$ 1,760.00
9	Access Ramp	3	EA	$ 670.00	$ 2,010.00
11	6" Driveway	490	SF	$ 3.60	$ 1,764.00
12	4" Driveway	2,951	SF	$ 3.20	$ 9,443.20
14	8" Curb	89	LF	$ 21.00	$ 1,869.00
16	1.9' Aggregate Base	68	CY	$ 35.40	$ 2,407.20
23	Traffic Signal @ PDV	.50	LS	$88,200.00	$44,100.00

Total To Date	$372,924.98	
Less Prior Billing	$297,994.58	
Total This Period	$ 74,930.40	$74,930.40
Less 10% Retention		$(7,493.04)
		$67,437.36

During the course of permitting of the project through Caltrans, numerous signing, striping, traffic signal, and street improvement changes were required to be made to the plans after the award of the construction contract. Staff is currently reviewing a Change Order request by the Contractor for this change in work. The Change Order will be presented to the City Council in a future report.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Avenida de la Carlota Widening Project, CIP No. 164.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF $67,437.36, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164.

CITY OF LAGUNA HILLS

AGENDA REPORT
ADMINISTRATIVE SERVICES DEPARTMENT

ISSUE: EMPLOYER-EMPLOYEE RELATIONS

SUMMARY:

At the November 22, 2011, City Council meeting, the City Council adopted Resolution No. 2011-11-22-3 recognizing the Laguna Hills City Employees Association ("Association") as the exclusive representative of the City's full-time and extended part-time non-management and non-confidential employees. Once an employee association has been recognized, it is common practice to adopt procedural rules and regulations in the form of an Employer-Employee Relations Resolution ("EERR") to address issues between the City and the Association. These rules typically include such items as procedures for the meet and confer process and modifying a bargaining unit. The EERR differs from a Memorandum of Understanding ("MOU") in that it does not include any salary, benefits, schedules, or other terms and conditions of employment. Most, if not all, local agencies have adopted rules and regulations similar to the ones set forth in the attached draft EERR. Staff is recommending that the City Council review the draft EERR and authorize the City Manager to consult with the Association regarding the EERR consistent with its obligation to do so pursuant to Government Code Section 3507.

BACKGROUND:

Government Code Section 3507(a) provides that a "public agency may adopt reasonable rules and regulations after consultation in good faith with representatives of a recognized employee organization for the administration of employer-employee relations pursuant to" the Meyers-Milias Brown Act. In accordance with this section, the City Attorney's office along with input from City management staff has developed this draft EERR for presentation to the Association and ultimate approval by the City Council. The EERR sets forth procedural matters only and does not include items normally found in a Memorandum of Understanding such as employee salaries and benefits. Procedures regarding the following types of items are addressed in the EERR:

RECOMMENDATION: THAT THE CITY COUNCIL REVIEW THE ATTACHED DRAFT EMPLOYER-EMPLOYEE RELATIONS RESOLUTION AND AUTHORIZE THE CITY MANAGER TO CONSULT WITH THE ASSOCIATION REGARDING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION.

- recognition of employee organizations
- bargaining unit determinations
- the rights of management and the employee organization
- meeting and conferring regarding matters within the scope of bargaining (i.e., matters which affect the wages, hours and other terms and conditions of employment)
- impasse resolution

Nothing in the EERR supersedes any provisions of state law, ordinances, resolutions and rules which establish and regulate City employee relations. This EERR is intended to expand on existing law and provide further clarification for the administration of employer-employee relations through the establishment of these rules. The EERR does not address wages, hours, benefits or other terms and conditions of employment.

Prior to presenting the EERR to the Association, as the City is required to do pursuant to Government Code Section 3507(a), staff is seeking City Council's input and comments regarding the content of the document. Once City Council approves this document for such presentation, City staff will seek the Association's input. Any changes to the EERR requested by the Association will be brought back to the City Council for its review. While the requested changes of the Association need not be made in order for the City Council to adopt the EERR (since section 3507(a) only requires the City to "consult" with the Association and not "confer"), the City Council may nonetheless wish to consider such requests. After consultation with the Association, the City Manager will bring the EERR back to the City Council for formal adoption.

Once the EERR is adopted, the Association may then decide to request a meeting for purposes of conferring with the City's representatives on matters affecting wages, hours and working conditions which would ultimately lead to an adoption of an MOU. In the absence of an MOU, the City's current salary and benefit structure will remain in effect until such time as either the City or the Association wish to make changes.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

RECOMMENDATION: THAT THE CITY COUNCIL REVIEW THE ATTACHED DRAFT EMPLOYER-EMPLOYEE RELATIONS RESOLUTION AND AUTHORIZE THE CITY MANAGER TO CONSULT WITH THE ASSOCIATION REGARDING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION.

ATTACHMENTS:

- Draft Employer-Employee Relations Resolution

RESOLUTION NO. 2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, IMPLEMENTING CHAPTER 10, DIVISION 4, TITLE 1 OF THE GOVERNMMENT CODE OF THE STATE OF CALIFORNIA RELATIVE TO EMPLOYER-EMPLOYEE RELATIONS

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Government Code Section 3507 permits a local agency to adopt reasonable rules and regulations after consultation in good faith with representatives of a recognized employee organization for the administration of employer-employee relations under the Meyers-Milias Brown Act; and

WHEREAS, it is the intention of the City Council of the City of Laguna Hills, County of Orange, State of California, to adopt the following rules and regulations pursuant to Government Code Section 3507, as amended, which provide for the promotion of improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agency by which they are employed; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. <u>PURPOSE OF RULES AND REGULATIONS</u>. The purpose of these rules and regulations is to promote full communication between the City and its employees, to provide orderly procedures for the administration of employer-employee relations between the City and its employee organizations, and for resolving disputes regarding wages, hours, and other terms of employment. It is also the purpose of these rules and regulations to promote the improvement of personnel management and employer-employee relations within the City by providing a uniform basis for recognizing the right of City employees to join organizations of their own choice and be represented by such organizations in their employment relationships with the City.

SECTION 2. <u>DEFINITIONS</u>. Definitions found in Government Code Section 3501 shall be applicable to these rules and regulations. For purposes of these rules and regulations, the following definitions, in addition to those specified above, shall be applicable:

A. <u>City</u> shall mean the City of Laguna Hills;
B. <u>Council</u> shall mean the City Council of the City of Laguna Hills;
C. <u>Manager</u> shall mean the City Manager;

D. Management employees shall mean the employees serving in the following positions: City Manager, Assistant City Manager, City Clerk, Public Services Director, Community Development Director, and Deputy City Manager/Director Community Services.

E. Confidential employees shall mean the employee serving the City as the Executive Assistant to the City Manager and any other employee who is determined by the City Manager to be privy to decisions of City management affecting employer-employee relations.

F. Impasse shall mean a deadlock in discussions between an employee representative and the City representative over any matters concerning which they are required to meet and confer in good faith. A deadlock means that the representatives of the employee association and the City have held at least two meetings which resulted in no movement from either party, excluding any meetings held for informational purposes only.

SECTION 3. EMPLOYEE RIGHTS.

A. Except as otherwise provided by law or by these rules and regulations, employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation in matters of employer-employee relations. City employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, or by any employee organization because of his or her exercise of these rights.

B. Two employee representatives of the recognized employee organization shall be allowed reasonable time off without loss of compensation when formally meeting and conferring with City representatives regarding matters within the scope of employer-employee relations. Employees of the City shall have the right to be accompanied by representatives of an employee organization at any meetings with the City Council, the Manager or Management Employees in cases where the employees reasonably anticipate that such meetings may involve employee organization activities or where the employees reasonably fear that disciplinary action may result from such meetings.

C. Nothing in these rules and regulations shall be construed to preclude normal day-to-day communication or consultation between employees and the City for effective operation of the City.

SECTION 4. MANAGEMENT RIGHTS.

A. The rights of City include, but are not limited to, the exclusive right to:

determine the mission of its constituent departments and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; determine the content of job descriptions; direct its employees; take disciplinary action; relieve its employee from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work. The City shall have the right to consult with any individual or organizations regarding any subject.

B. The City shall not interfere with, intimidate, restrain, coerce, or discriminate against any of its employees because of the exercise of any of the rights guaranteed to them by law, or by these rules and regulations.

SECTION 5. DESIGNATION OF CITY EMPLOYEE RELATIONS REPRESENTATIVES.

The City Manager or his designee is designated as the City Employee Relations Representative to represent the City Council in all matters concerning employer-employee relations. The City Council may designate other representatives to represent them in employer-employee relations. The Management Representatives shall not grant, concede rights, or privileges, which are in conflict with these rules and regulations, to an employee or employee organization without prior written approval of the Council.

SECTION 6. ADVANCE NOTICE. Reasonable written notice shall be given to the recognized employee organization affected by any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, and shall be given the opportunity to meet with the Council or its representatives prior to adoption.

In cases of emergency when the City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization or majority representative, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

SECTION 7. <u>APPROPRIATE RECOGNIZED EMPLOYEE ORGANIZATIONS.</u> Because of the limited number of employees employed by the City and the community of interest that exists among all of the City's employees (with the exception of management and confidential employees), the existence of multiple employee organizations representing employees of the City would pose an unreasonable burden upon the City, the City Council, and the Manager in formulating and applying employment policies in an even and consistent manner. Therefore, the City will recognize only one employee organization as the exclusive representative of all City employees, with the exception of those employees who are designated management or confidential.

SECTION 8. <u>PETITION FOR RECOGNITION</u>. An employee organization that seeks formal recognition for purposes of meeting and conferring in good faith as a representative of City employees shall file a petition with the City Employee Relations Representative containing the following information and documentation:

A. Name and address of the employee organization;

B. Names and titles of employee organization officers;

C. Names of employee organization representatives who are authorized to speak on behalf of its members;

D. A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the City;

E. A statement that the employee organization has at least 50 percent of the signatures of total eligible employees;

F. A statement whether the employee organization is a chapter of, local of, or affiliated directly or indirectly in any manner with a regional or state, or national or international organization, or if so, the name and address of such regional, state, or international organization;

G. Copies of the employee organization's Constitution and By-laws;

H. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization by any purpose;

I. A statement that the employee organization has no restriction or membership based on race, color, creed, sex, or national origin;

J. The job classifications or title of employees in the unit claimed to be appropriate, if any;

K. The approximate number of member employees therein;

L. A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees in the unit claimed to be appropriate, if any, have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the City Employee Representative; and

M. A request that the City Council recognize the employee organization for the purpose of representing its members, and meeting and conferring in good faith on all matters within the scope of representation.

SECTION 9. <u>RECOGNITION OF EMPLOYEE ORGANIZATION</u>. After the petition has been received and has been found to contain all required information listed in Section 8 by the City Employee Relations Representative, then the City Council shall arrange for a secret ballot election if there is uncertainty about the majority's interest in being represented and/ or if there is interest in having a second employee organization represent the same group and determined by the City Employee Relations Representative. The ballot may contain other organizations and a choice of no organization representation. The City Council shall grant recognition by adoption of a resolution to the employee organization that has been found to represent a majority of City employees voting in the election. If the Council determines that a clear majority of the employees wish to be represented and an election is unnecessary, the City Council shall grant recognition of the organization by adoption of a resolution.

Such recognition shall continue until such time that the majority of the City employees provide notice to the City Manager that they no longer wish to be represented or that they wish to be represented by another employee organization.

SECTION 10. <u>MODIFICATION OF ESTABLISHED BARGAINING UNIT</u>

A Petition for Modification of an established unit may be filed by an employee organization with the City Employee Relations Representative. The Petition for Modification shall contain a statement of all relevant facts in support of the proposed modified unit. The Petition shall be accompanied by written proof that at least 30% of the employees within the proposed modified unit have designated the employee organization to represent them in their employment relations with the City. The City Employee Relations Representative shall hold a hearing on the Petition for Modification, at which time affected employee organizations may be heard. Thereafter, the City Employee Relations Representative shall determine the appropriate unit or units as between the existing unit and the proposed modified unit. If the City Employee Relations Representative determines that the proposed modification unit is the appropriate unit, then he or she shall make a recommendation to the City Council to adopt a resolution recognizing the modified or new unit.

If either a City management employee or the employee organization believes that a position should be removed or added to a bargaining unit, the same procedures as set forth in this Section shall be followed, except that if a decision by the City Employee Relations Representative to add or remove a position is made based on a request from City management, the employee organization may request an appeal hearing of that decision before the City Council. The request must be submitted to the City Employee Relations Representative within ten calendar days of the notice of decision of the City Employee Relations Representative and must be in writing. The City Council shall hold an evidentiary hearing at the request of the employee organization and shall make a final decision thereafter. The issue before the City Council shall be whether the position being removed or added shares in a community of interests. Such a determination will be made based on the factors set forth in MMBA and NLRB decisions.

SECTION 11. NEWLY ESTABLISHED JOB CLASSIFICATIONS.

Each newly established job classification shall be considered for inclusion in the bargaining unit by the City Employee Relations Officer, after consultation with the recognized employee organization. The employee organization may appeal the decision of the City Employee Relations Representative to include or exclude a new position to the City Council in the same manner as set forth in Section 10.

SECTION 12. SCOPE OF REPRESENTATION

The employee organization may represent all employees in all matters relating to employment conditions and employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment.

SECTION 13. RIGHTS OF RECOGNIZED EMPLOYEE ORGANIZATION. A recognized employee organization shall have the following rights and privileges:

A. The right to represent its members before the City Council, the City Manager, or any appropriate management representative in matters regarding employment conditions or employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment, as provided in Government Code section 3505;

B. The right to reasonable notice and appropriate information in advance of matters affecting its membership as set forth in Paragraph A above. However, in emergencies, the City Council may take action on a particular item without such advance notice provided that such notice shall be furnished as soon as practicable;

C. The right to be heard prior to the resolution of any matter set forth in Paragraph A;

D. The right to a reasonable amount of time during regular working hours, or at such other time as the City Employee Relations Representative may direct, to represent its members on matters set forth in Paragraph A above; such time allowance during regular working hours is to be limited to a maximum of two employee members, except that the City Employee Relations Representative may direct that additional employees be allowed to attend specific meetings;

E. The right to have payroll deductions made for membership dues whenever such employee organization has payroll deduction authorization from the employees who are represented by the recognized employee organization. When so authorized by the City Council, lump sum deductions may be made which shall include membership dues deduction;

F. The right to the reasonable use of existing bulletin board space in each building at a location agreed upon by the organization and the City, under the following conditions:

1. Material shall be posted on space designated by the City Manager;
2. Posted material shall bear the identity of the organization;
3. Posted material shall not be misleading, in the judgment of the City Manager, contain any deliberate misstatements or violate any federal, state, or county laws;
4. Material shall be neatly displayed and shall be removed by the City Manager when no longer timely.

G. The privilege of using City facilities for meeting purposes only, provided that appropriate advance arrangements are made. An appropriate charge may be made to offset the cost of such use.

H. The right to have an authorized representative contact members of his organization in City facilities, and leave literature and material for distribution provided he has first made arrangements with the City Manager, or his representative, to provide for a time which does not disrupt City business. This right does not extend to contacting City employee, who are not members of this organization, on City time. City time shall not be used for the distribution of literature or materials.

I. Grievances shall be discussed during working hours.

SECTION 14. <u>MEET AND CONFER SESSIONS.</u> The City Council, through its designated representatives, shall meet and confer with the representatives of the recognized employee organization, each with a mutual obligation to endeavor to reach agreement.

SECTION 15. <u>FINAL MEMORANDUM OF UNDERSTANDING.</u> If agreement is reached by the representatives of the City and the representatives of a recognized employee organization on all matters which have been the subject of meet and confer sessions hereunder, they shall jointly prepare a final written memorandum of such understanding containing the agreed upon terms, which shall not be binding until presented to and approved by the City Council.

SECTION 16. RESOLUTION OF IMPASSE. Impasse procedures may be invoked only after reasonable efforts to reach agreement have been exhausted, meaning that at least two meet and confer sessions (not including sessions scheduled for purposes of exchanging information) have resulted in no change in position by either party. The impasse procedures are as follows:

A. Any party may initiate the impasse procedure by filing with the other party affected a written request for an impasse meeting together with a statement of its position on all disputed issues.

B. An impasse meeting may then be scheduled by the Assistant City Manager within three working days of receipt of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting is to permit a review of the position of all parties in a final effort to reach agreement on the disputed issues.

C. If no agreement is reached, then the City may implement its last best and final offer.

SECTION 17. PROCEDURES FOR AMENDMENT OF RULES AND REGULATIONS. The City Council on its own motion or the City Manager may propose amendments to these rules and regulations; provided, however, that action on such proposals is subject to the notice requirements of SECTION 6.

SECTION 18. PROCEDURES TO IMPLEMENT POLICY. The City Manager may prescribe procedures for the orderly implementation of these rules and regulations. Such procedures shall be consistent with all applicable City rules and regulations, and agreement and shall be submitted to the City for approval.

SECTION 19. SEVERABILITY. If any paragraph, sentence, clause, phrase, or section of these rules and regulations is determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of the remaining paragraphs, sentences, clauses, phrases, or sections of these rules and regulations.

PASSED, APPROVED, AND ADOPTED this ___ day of ______ 2012.

____
MELODY CARRUTH, MAYOR

ATTEST:

____
PEGGY J. JOHNS, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. ________________ adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the __ day of _______ 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

DRAFT

4.5 REVISED SEVEN YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET SUBMITTAL FOR RENEWED MEASURE M COMPLIANCE

THE CITY COUNCIL APPROVED THE REVISED SEVEN YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET FOR SUBMITTAL TO OCTA FOR COMPLIANCE WITH THE MEASURE M PROGRAM.

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:08 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Carruth, Vice Chair Lautenschleger, Agency Member Bressette, Agency Member Kogerman and Agency Member Songstad

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, DECEMBER 13, 2011

MOTION TO APPROVE THE MINUTES OF THE DECEMBER 13, 2011, REGULAR MEETING AS REFERENCED IN THE CITY COUNCIL MINUTES, BEGINNING ON PAGE 6, BY/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 CHANGED PLAN NO. 11-11-2113, A REQUEST BY AT&T MOBILITY TO MODIFY AN EXISTING COMMUNICATIONS FACILITY, LOCATED AT 25655 NELLIE GAIL ROAD IN THE COMMUNITY/PRIVATE INSTITUTION (C/PI) ZONING DISTRICT

Chair Carruth opened the Public Hearing.

Alex Tsaturov, AT&T representative, spoke on Changed Plan No. 11-11-2113, a request by AT&T Mobility to modify an existing Communications Facility, located at 25655 Nellie Gail Road and answered questions by the Planning Agency.

Michael Goodin, Laguna Hills, was opposed to modifying the existing Communications Facility.

Terry Ing, Laguna Hills, was opposed to modifying the existing Communications Facility.

Scott Baskin, Laguna Hills, was opposed to modifying the existing Communications Facility.

Alex Tsaturov, AT&T representative indicated that he had read and agreed to the Conditions of Approval and that AT&T would complete a preliminary report before and after that would show the operation of the facility was in conformance with all applicable FCC standards and regulations.

Chair Carruth closed the Public Hearing.

MOTION TO CONTINUE FOR 60 DAYS AND REQUEST THAT THE APPLICANT PRETEST IN THE MANNER AS OUTLINED IN CONDITION NO. 11; TO PROVIDE NOTICE TO NELLIE GAIL RANCH OWNERS ASSOCIATION; AND REQUEST THAT THE APPLICANT COME BACK WITH THEIR APPLICATION WITH PROOF OF NEED AND FEASIBILITY FOR THIS LOCATION, BY M/AGENCY MEMBER KOGERMAN, S/CHAIR CARRUTH.
APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 8:19 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

Mayor Carruth opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

MOTION TO CONFIRM STAFF'S SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING APPLICATION FOR THE 2012-2013 FISCAL YEAR; AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE APPLICATION, BY COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

CITY OF LAGUNA HILLS

AGENDA REPORT
COMMUNITY DEVELOPMENT

ISSUE: **PRELIMINARY REPORT ON A REQUEST BY VINTAGE PROPERTY GROUP TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER AT 26534-26562 MOULTON PARKWAY**

SUMMARY:

This item is being presented to the Planning Agency as an information item at this time. No action is required. Vintage Real Estate, LLC ("applicant") will be requesting approval of an application that includes a Site Development Permit, Conditional Use Permit/Parking Use Permit and Master Sign Program in order to:

- Expand the existing shopping center, using property to be acquired from the City that is adjacent to the existing center along La Paz Road at Moulton Parkway;
- Add approximately 30,000 square feet of new retail space, including a 20,400 square-foot upscale market and +/- 11,700 square feet in two new building pads;
- Re-grade, re-stripe, and landscape the existing parking lot areas; and
- Renovate existing shops to match the proposed "California Coastal" style of the center.

The property is located at the northeast corner of the intersection of La Paz Road and Moulton Parkway and is zoned Community Commercial (CC). The project will include approximately three acres of land currently owned by the City, which is proposed to be sold to the applicant for the purpose of expanding the existing shopping center. The City Council is scheduled to consider a "purchase and sale agreement" with the applicant when the Planning Agency considers the project's zoning approvals in March.

BACKGROUND:

The subject property, including the extended commercial area, was identified as an opportunity area when the General Plan was updated in 2009. During this update and a subsequent update to the City's Development Code, the portion of the City-owned open space area directly adjacent to the Moulton La Paz shopping center (approximately 3 acres) was re-zoned as CC in anticipation of this site being redeveloped (see Attachment 1).

The scope of the project entails the construction of a new +/- 20,000 square foot market located adjacent to La Paz Road. In addition a new +/- 8,400 square foot retail building pad will be built on the southeast corner of the site (identified as Shops D) and an existing +/- 10,000 square foot retail building located at the southwest corner of the site (identified as Pad B) will be partially demolished and renovated. A new 3,300 square foot retail building (identified as Shops C) will also be located adjacent to Moulton Parkway north of Pad B.

Existing buildings will undergo complete façade renovations to match the new development. Local and regional trails and drainage facilities at the corner of Moulton and La Paz will be redesigned around the new commercial development, and the remainder of the open space corridor will be retained. The City will also be moving forward with an improvement project to renovate the open space lot that runs east of the center contiguous to La Paz Road up to Alameda Avenue, which the City Council will review at a later date.

ADDITIONAL PROJECT INFORMATION:

Both the applicant and the City recognized that developing the commercial portion of the City's property as a stand-alone commercial property would have limitations, and that the most effective development approach would be to integrate the City's parcel into the existing commercial center. This approach results in the renovation of the center as opposed to the City pursuing an independent development of its property without the benefit of any renovations to existing buildings. Therefore, the applicant and the City have worked together to facilitate the applicant's acquisition of the additional property to expand the existing commercial center, capitalizing on the full potential of the site.

The new anchor tenant is expected to be an upscale grocer, similar to Gelson's. The tenant is popular in the eastern half of the U.S. and is making a move to the west coast. This puts Laguna Hills in the exciting position of having the first of these stores in California. The market is expected to be a catalyst to energize the shopping center, allowing the landlord to expand its tenant base and attract additional tenants that are more attuned to providing the types of goods and services that go beyond basic day-to-day needs a typical neighborhood retail center might offer. The additional retail and restaurant space and potential changes in tenant mix at this center will be a positive both for the residents and neighborhoods served by this center, as well as for the City in the form of increased sales tax generation and property tax revenue.

Also integral to the project is the complete redesign of the existing center. Existing buildings will be updated with modern façades and décor, in keeping with what the architect describes as "California Coastal" style desired for the center (see attachment 2). Additionally, the existing parking lot will be re-graded and striped and updated with new landscaping to create a more comfortable and aesthetically pleasing urban space.

Staff has also attached excerpts from the General Plan that offer a more detailed description of the site as an Opportunity Area for the City Council's information. Opportunity Areas were identified by the General Plan as sites that were likely to undergo positive land use changes. In the instant case, this related to the conversion of a portion of the City property from open space to facilitate expansion of the shopping center as proposed. This project implements the General Plan's vision for the site.

CONCLUSION:

Staff continues to review the application for compliance with the Development Code and applicable design guidelines as well as the California Environmental Quality Act. Staff expects the project to come before the Planning Agency for a public hearing and determination on March 13, 2012.

RECOMMENDATION: THAT THE PLANNING AGENCY RECEIVE A PRESENTATION FROM THE COMMUNITY DEVELOPMENT DEPARTMENT

ATTACHMENTS:

1. General Plan Excerpt
2. Conceptual Plans

Incorporating urban design techniques that combine elements of urban planning, architecture, and landscape architecture in the Land Use Plan will:

- Enhance the City's unique identity and character and contribute to a positive City image;
- Stimulate investment and strengthen the economic vitality of the City;
- Contribute to a positive physical image and identity of the City;
- Maintain and protect the value of property; and
- Maintain a high quality of life without causing unnecessary high public or private costs for development or unduly restricting private enterprise, initiative, or innovation in design.

Economic Development

Sustainable economic development and fiscal health are important goals for the City of Laguna Hills. Proactively pursuing economic development will provide more job opportunities for the City's residents and will produce more revenue, allowing the City to provide higher levels of service and provide community amenities and facilities. Economic development also increases opportunities for local businesses and property owners. Laguna Hills will also promote economic development as a way to improve the City's regional desirability, revitalize existing commercial areas, and enhance quality of life for all City residents.

The City has several strengths that make Laguna Hills a competitive and desirable business environment. The City's location within south Orange County and access to I-5 and SR-73 are significant assets for Laguna Hills. The City also has a strong job market with large office, professional, retail, and service employment centers. The City's jobs-to-housing ratio is 2.4, which is significantly higher than surrounding jurisdictions and Orange County as a whole. The Urban Village Specific Plan area, Alicia Gateway, and North Business Park areas provide multiple opportunities for residential development, mixed use, and commercial development. The City also has existing infrastructure in place to serve new development. Upgrading or expanding infrastructure may be necessary to facilitate additional growth.

The City recognizes that businesses are an important source of the City's economic well-being. Sales tax is the largest General Fund revenue source to the City (36 percent), and a significant contributor to the economic vitality of the City. Property taxes and motor vehicle in lieu fees also contribute significantly to the City's General Fund revenues at approximately 30 and 13 percent, respectively. Per capita retail sales remain consistently strong and are the second highest in the City's market area.

1/24/2012 ITEM NO. 5.5.1

Retaining existing jobs and expanding and attracting new businesses are critically important to the City. The City will promote public-private partnerships, incentives, and a supportive business climate to retain and expand existing and attract new businesses.

New development or redevelopment in key areas will provide local opportunities and attract visitors and residents from the region, contributing to the financial base of Laguna Hills. The City will pursue additional shopping, entertainment, cultural activities, and performing arts venues in Laguna Hills to meet more needs locally, while benefiting the City and residents. Mixed use development will support small business enterprises and entrepreneurship as well as provide a variety of housing opportunities to the community. These development opportunities are available in the Urban Village Specific Plan area, Alicia Gateway, North Business Park, and Via Lomas areas. The City's aging commercial centers will also be redeveloped over time, providing additional economic opportunities.

The City will actively market suitable areas and sites with adequate infrastructure for new and expanding businesses and will collaborate with local and regional organizations to promote the City and advertise local events. As part of its economic development strategy, the City will also prioritize capital infrastructure requirements and pursue innovative financing mechanisms to enable timely implementation of such improvements.

OPPORTUNITY AREAS

Opportunity areas represent sites within the City of Laguna Hills where future land use change is very likely to occur throughout the planning horizon of the General Plan. Each opportunity area has unique characteristics, opportunities, and constraints. The selection of the land use opportunity areas was the result of several months of collaboration and conversation between the public, City officials, City staff, and property owners. The selected opportunity areas represent sites in Laguna Hills that offer centrality and favorable market conditions and fulfill current needs for the City's commercial and housing markets in a changing economy. Finally, these sites offer the best potential for fulfilling the community's vision for Laguna Hills as described in the Guiding Themes.

As described in the following sections, this General Plan adjusts the land use designations in the opportunity areas. Outside of the opportunity areas, no major land use changes are anticipated to occur. The opportunity areas include Alicia Gateway, Via Lomas, and Moulton and La Paz.

1/24/2012 ITEM NO. 5.5.1

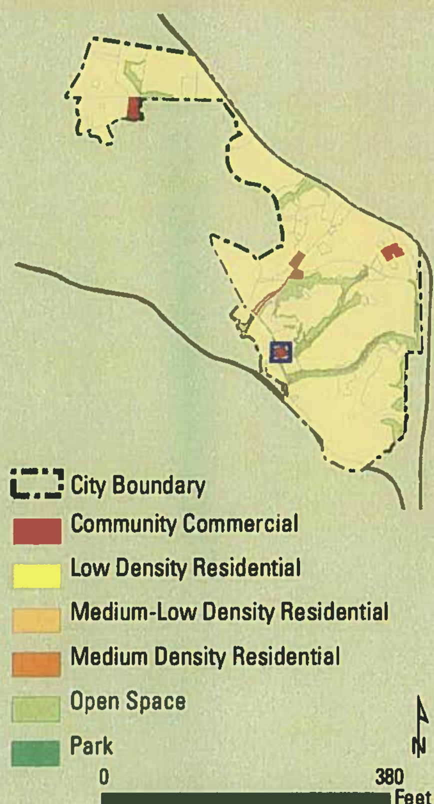
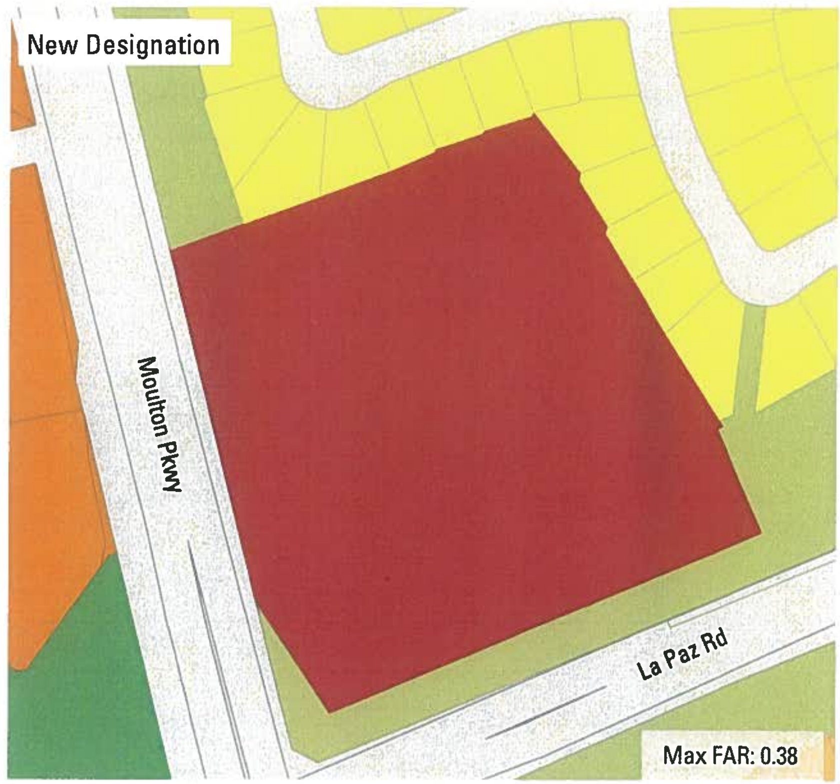


Figure LU-11
Moulton/La Paz
Opportunity Area

Moulton and La Paz

The Moulton and La Paz opportunity area is located in southwest Laguna Hills and is bounded roughly by Moulton Parkway to the west, La Paz Road to the south, Alameda Avenue to the east, and the Moulton La Paz neighborhood to the north. Figure LU-11 depicts the location of the Moulton and La Paz opportunity area.

The predominant land use within the corridor is open space. Located near the southwest corner of this area is the Moulton/La Paz Center consisting of



commercial land uses, including neighborhood retail stores, restaurants, and professional offices. The General Plan designation for this area is Community Commercial.

The key opportunity in this area is to extend the Community Commercial land use designation about 150 feet south. This would result in the loss of approximately 2.2 acres of unimproved, dedicated open space. This open space primarily consists of dirt and interspersed eucalyptus trees. The extension of the Community Commercial designation could allow redevelopment of the area with a minor expansion of square footage to commercial buildings, and reorient commercial buildings toward the street. Reorientation would improve the pedestrian environment along La Paz Road and create an active presence on the street by placing parking behind buildings away from the street. No residential development is allowed in this opportunity area. Local and regional trails and

1/24/2012 ITEM NO. 5.5.1

adequate drainage facilities at the corner of Moulton Parkway and La Paz Road will be retained and opportunities to enhance the visual appeal of the open space corridor will be explored.

The Land Use Plan for Moulton and La Paz is based upon development objectives established in the goals and policies of the Land Use Element and is consistent with the vision established in the Guiding Themes. Redevelopment may provide some additional square footage for new business opportunities, which would contribute to the City's fiscal health and economic sustainability. This area could also be reconfigured to stimulate pedestrian activity on adjacent streets. Sustainable building methods and energy efficiency principles will also enhance the environment. Figure LU-12 illustrates planning concepts for the Moulton and La Paz opportunity area.

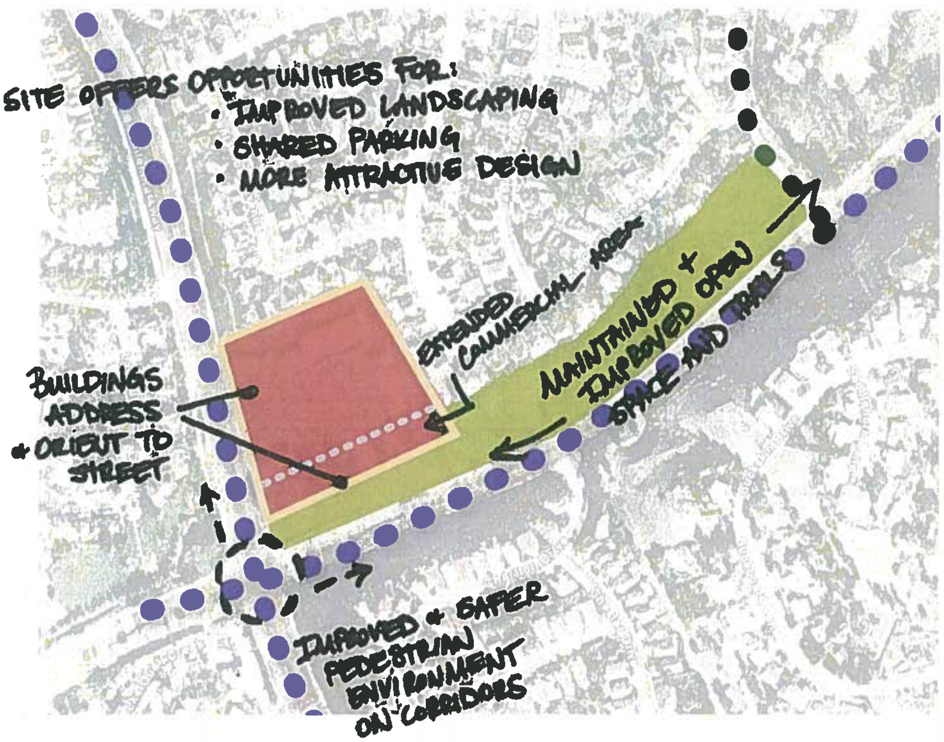


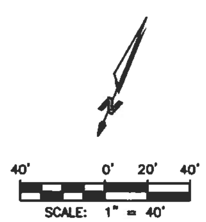
Figure LU-12
Moulton/La Paz Opportunity Area Planning Concept

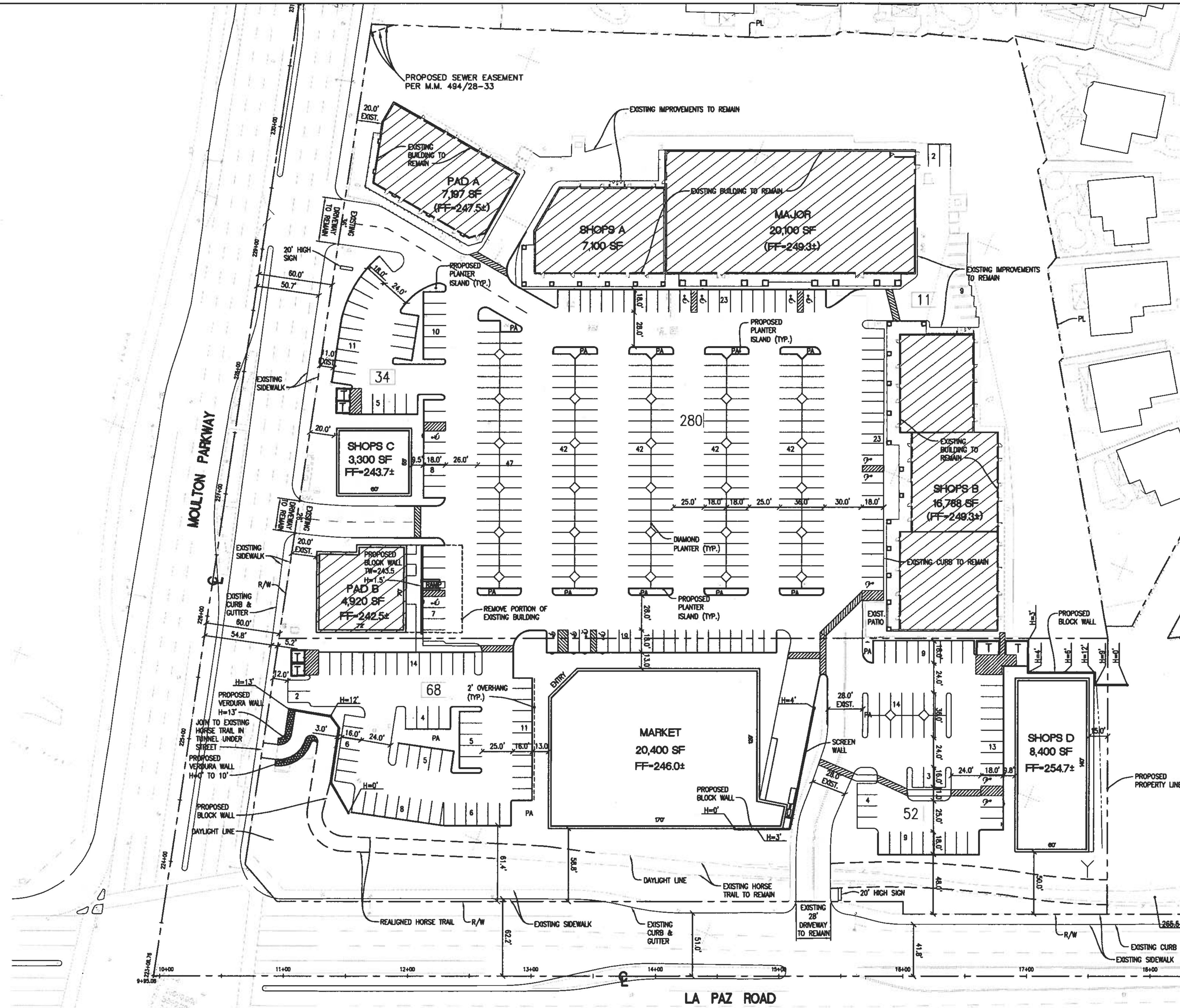
FUTURE STUDY AREAS

The City of Laguna Hills contains future study areas that have been considered for revitalization in the future. The Land Use Plan does not change any of the land use designations in the areas identified as future study areas. However, opportunities exist to redevelop, improve, or intensify some of the land uses in the future study areas. This section describes the North Business Park, Urban Village, La Paz Gateway, and Alicia Parkway/Aliso Hills Park Triangle future study areas. Figure LU-13 depicts the locations of the future study areas.

Summary

Gross Land	±10.05 AC	±438,022 SF
Building		88,205 SF
Land-to-Bldg Ratio		3.97/1
Coverage		20.1 %
Parking Provided		445 stalls
Parking Ratio		5.04/1000
Excess Parking		4 stalls





ALL BUILDINGS, IMPROVEMENTS, THEIR OCCUPANTS AND THE USES AS SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO MODIFICATION AT THE OWNER'S DISCRETION WITHOUT NOTICE.

THIS PRELIMINARY SITE PLAN IS BASED ON INFORMATION FURNISHED TO NADEL STUDIO ONE, INC. AND IS SUBJECT TO VERIFICATION BY LEGALS, SURVEYS AND GOVERNING AGENCIES ETC. THIS EXHIBIT IS NOT NECESSARILY A REPRESENTATION AS TO IDENTITY, TYPE, SIZE, LOCATION, TIMING OR OCCUPANCY OF ANY BUILDING WITHIN THIS CENTER.

PRELIMINARY SITE PLAN

DATE: DEC. 12, 2011
NADEL JOB#: 11-450

MOULTON / LA PAZ SHOPPING CENTER

LAGUNA HILLS, CA.

NADEL STUDIO ONE, INC.
1990 S. BUNDY DR., FOURTH FLOOR
LOS ANGELES, CA. 90025
T.310.826.2100 F.310.826.0182
WWW.NADELARC.COM

NADEL

1/24/2012 ITEM NO. 5.5.1

PLANTING LEGEND

TREES

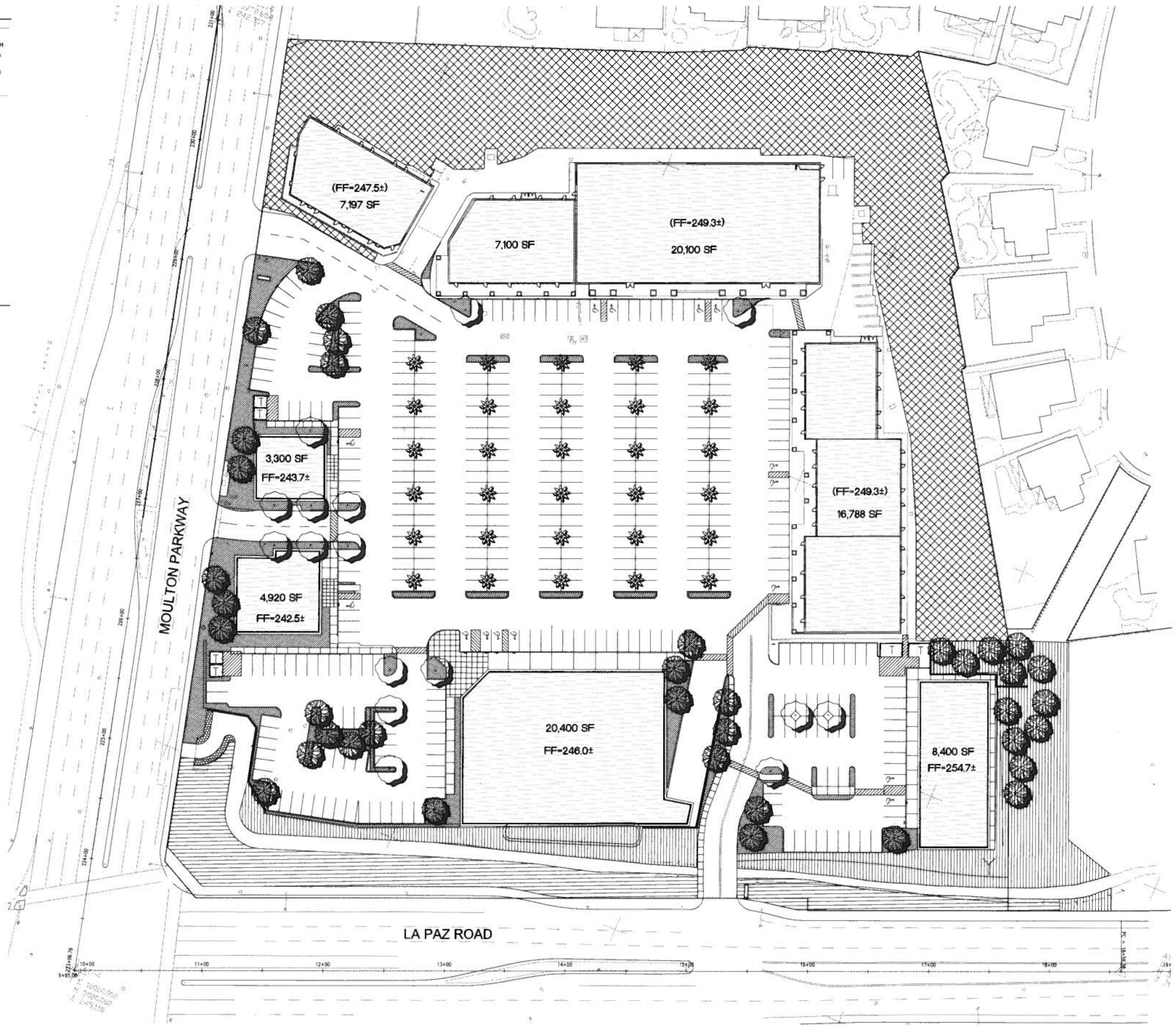
BOTANICAL NAME	COMMON NAME	USE/AREA	WUCOLS	QTY	SIZE
Washingtonia robusta	Mexican Fan Palm	Primary Parking Lot	Low	30	18-Foot BTH
Platanus acerifolia 'Bloodgood'	London Plane Tree	Secondary Parking Lots and Pedestrian Areas	Medium	18	24-Inch Box
Platanus racemosa	California Sycamore	Perimeter Landscape and Landscape Repair Zone	Medium	38	24-Inch Box

SHRUBS AND GROUND COVER

BOTANICAL NAME	COMMON NAME	USE/AREA	WUCOLS	SPACING	SIZE
Ligustrum j. 'Texanum'	Wax-Leaf Privet	36-Inch Height Screen Hedge	Medium	30" O.C.	5-Gallon
Viburnum t. 'Spring Bouquet'	Laurustinus	36-Inch Height Screen Hedge	Medium	30" O.C.	5-Gallon
Agapanthus africanus	Lily-of-the-Nile	Transition with Existing Planting	Medium	18" O.C.	1-Gallon
Baccharis p. 'Twin Peaks'	Dwarf Coyote Bush	Landscape Transition Zones	Low	36" O.C.	1-Gallon
Carissa m. 'Boxwood Beauty'	Dwarf Natal Plum	Building Entries and Frontage	Medium	24" O.C.	5-Gallon
Ceanothus g. horizontalis	Carmel Creeper	Landscape Transition Zones	Low	48" O.C.	1-Gallon
Cistus 'Sunset'	Sunset Cistus	Landscape Transition Zones	Low	30" O.C.	5-Gallon
Dietes bicolor	Fortnight Lily	Building Entries and Frontage	Medium	30" O.C.	5-Gallon
Echium candicans	Pride of Madeira	Landscape Transition Zones	Low	48" O.C.	5-Gallon
Phormium hybrid	New Zealand Flax	Building Entries and Frontage	Medium	Accent	5-Gallon
Rhaphiolepis i. 'Clara'	White India Hawthorn	Building Entries and Frontage	Medium	30" O.C.	5-Gallon
Rhus integrifolia	Lemonade Berry	Landscape Repair Zone	Very Low	Accent	5-Gallon
Rosa californica	California Native Rose	Landscape Repair Zone	Low	Accent	5-Gallon
Trachelospermum jasminoides	Star Jasmine	Building Entries and Frontage	Medium	18" O.C.	1-Gallon

LANDSCAPE ZONE LEGEND

- LANDSCAPE AREAS
- LANDSCAPE REPAIR ZONE
- EXISTING LANDSCAPE SAVE AND PROTECT IN PLACE
- EQUESTRIAN LANDSCAPE BY OTHERS
- BUILDINGS



40 0 40 80 120

SCALE 1" = 40'-0" FEET

PRELIMINARY LANDSCAPE CONCEPT PLAN

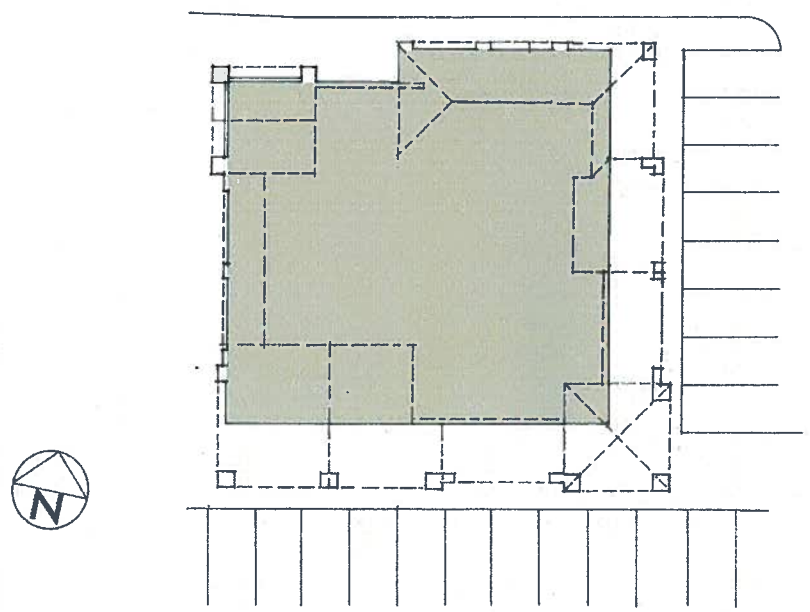
DATE: DEC. 13, 2011

MOULTON / LA PAZ SHOPPING CENTER

LADA inc

L.A. DESIGN ASSOCIATES, INC.
Landscape Architecture
Urban Design
Planning

12240 Venice Blvd. #12A
Los Angeles, CA 90066
Tel. 310 455 6026
Fax. 310 455 6182
contact@ladainc.com



FLOOR PLAN

NORTH ELEVATION

WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

MODIFIED PAD B - EXTERIOR ELEVATION

MOULTON - LA PAZ SHOPPING CENTER

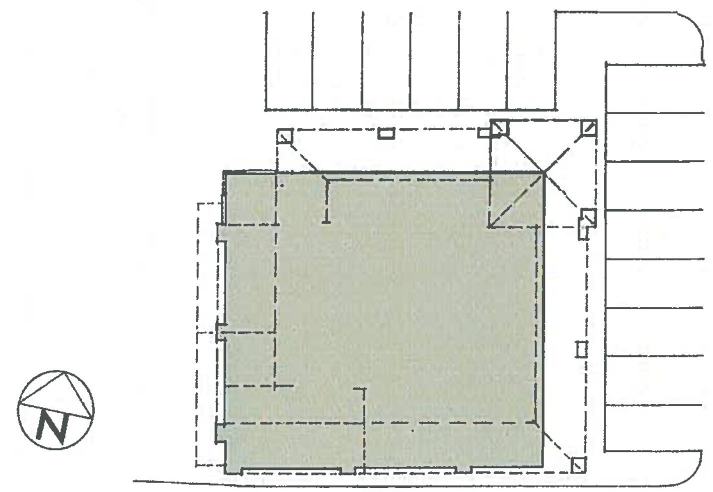
LAGUNA HILLS, CALIFORNIA

DATE: DECEMBER 14, 2011
NADEL JOB#: 11450

NADEL STUDIO ONE, INC.
1990 S. BUNDY DR., FOURTH FLOOR
LOS ANGELES, CA. 90025
T.310.826.2100 F.310.826.0182
WWW.NADELARC.COM

NADEL

1/24/2012 ITEM NO. 5.5.1



FLOOR PLAN

WEST ELEVATION

NORTH ELEVATION

SOUTH ELEVATION

EAST ELEVATION

NEW SHOPS C - EXTERIOR ELEVATIONS

MOULTON - LA PAZ SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA

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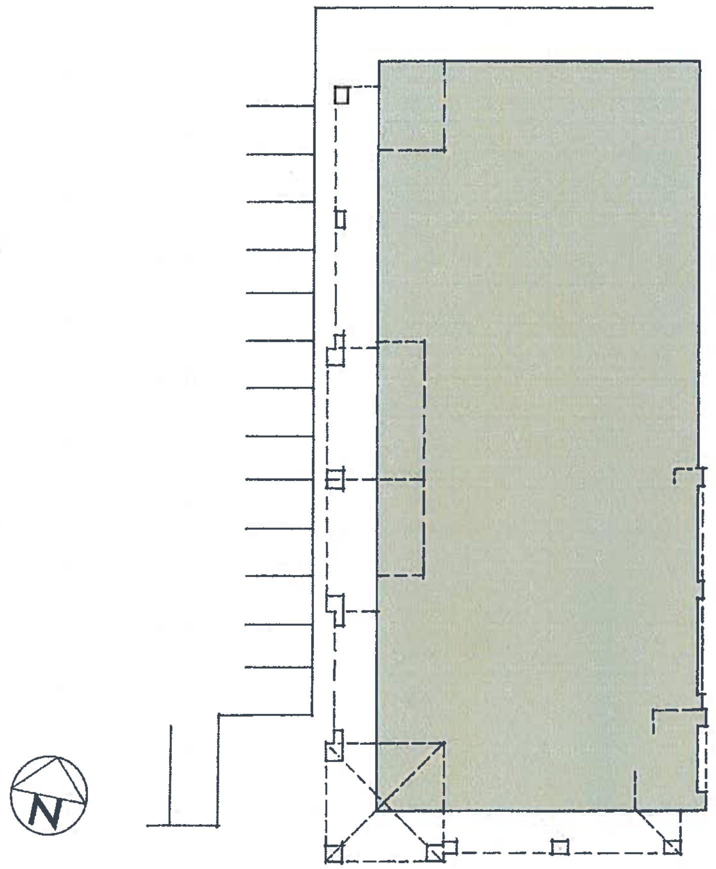

FLOOR PLAN

EAST ELEVATION

NORTH ELEVATION

SOUTH ELEVATION

WEST ELEVATION

NEW SHOPS D- EXTERIOR ELEVATIONS

MOULTON - LA PAZ SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA

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T.310.826.2100 F.310.826.0182
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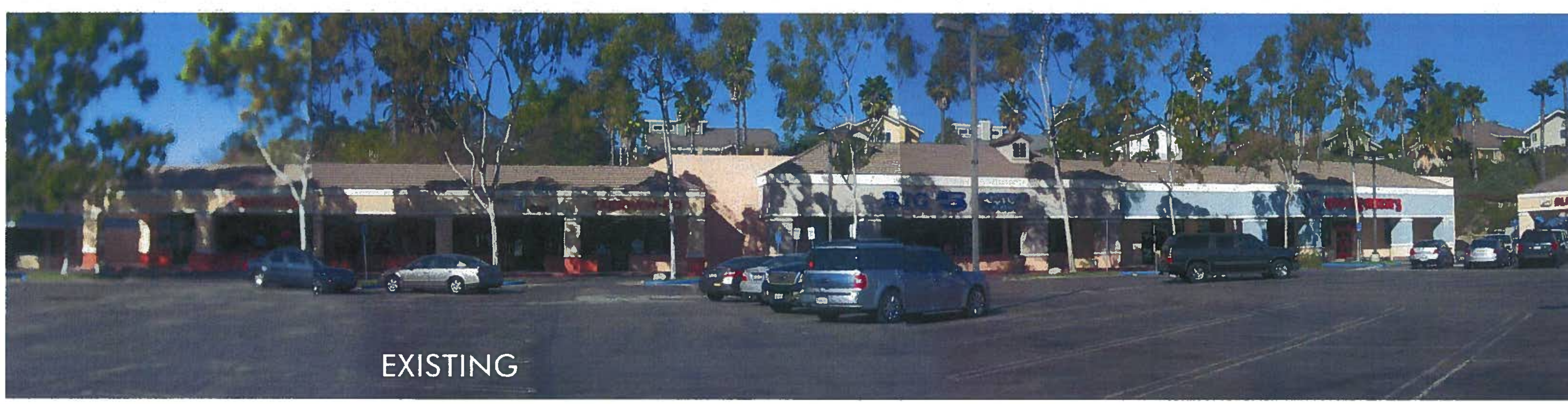
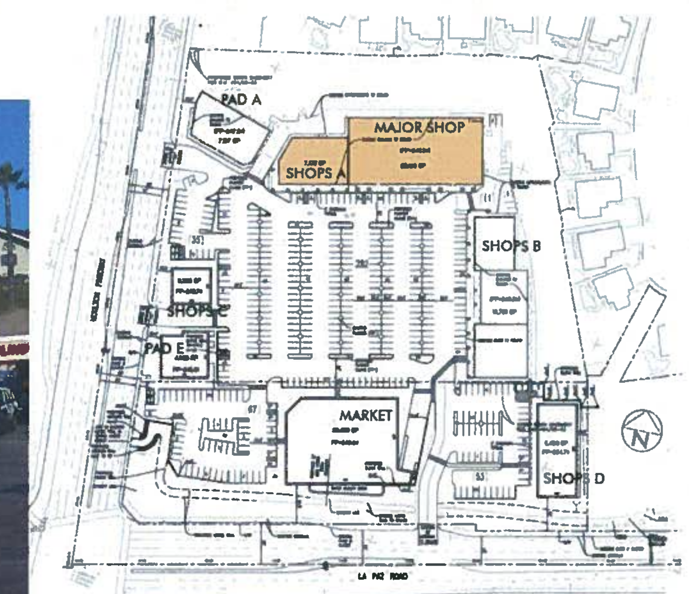
1/24/2012 ITEM NO. 5.5.1

PROPOSED EXTERIOR DESIGN



EXISTING



KEY PLAN

PROPOSED EXTERIOR DESIGN - SHOPS A , MAJOR SHOPS

DATE: DECEMBER 14, 2011
NADEL JOB#: 11450

MOULTON - LA PAZ SHOPPING CENTER

LAGUNA HILLS, CALIFORNIA

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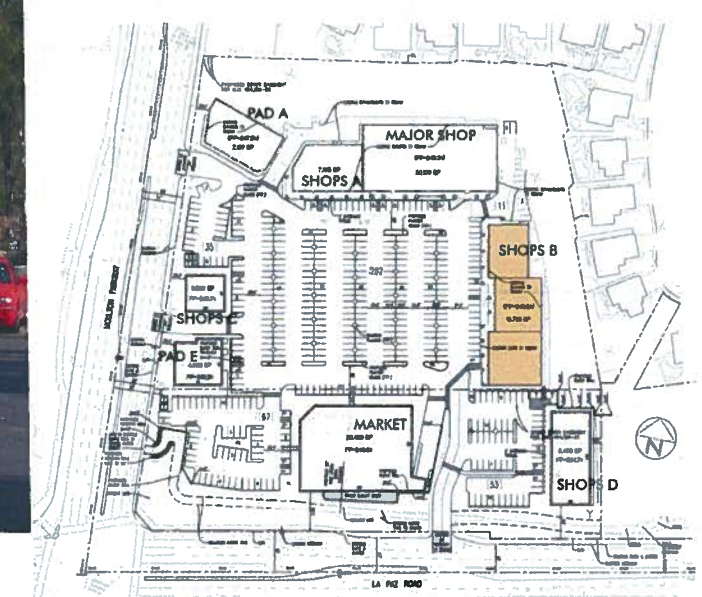

KEY PLAN

PROPOSED EXTERIOR DESIGN - SHOPS B

DATE: DECEMBER 14, 2011
NADEL JOB#: 11450

MOULTON - LA PAZ SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA

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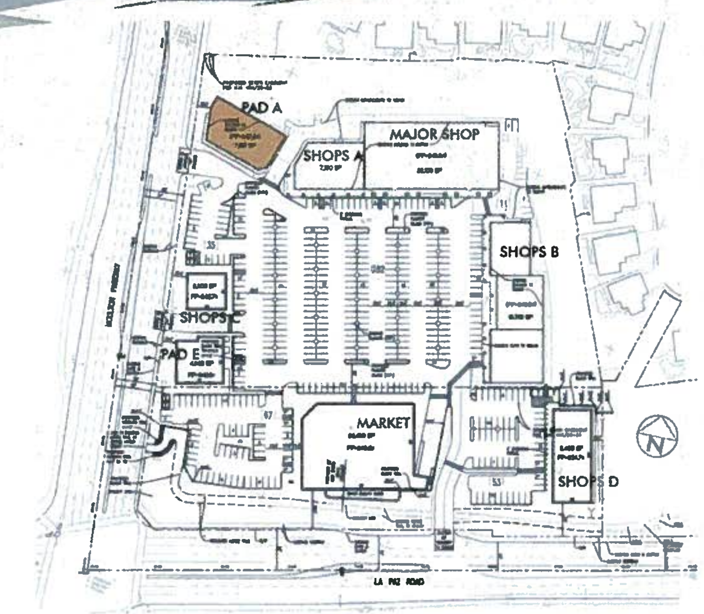
NADEL

1/24/2012 ITEM NO. 5.5.1

PROPOSED EXTERIOR DESIGN

EXISTING



KEY PLAN

PROPOSED EXTERIOR DESIGN - PAD A

MOULTON - LA PAZ SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA

DATE: DECEMBER 14, 2011
NADEL JOB#: 11450

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T.310.826.2100 F.310.826.0182
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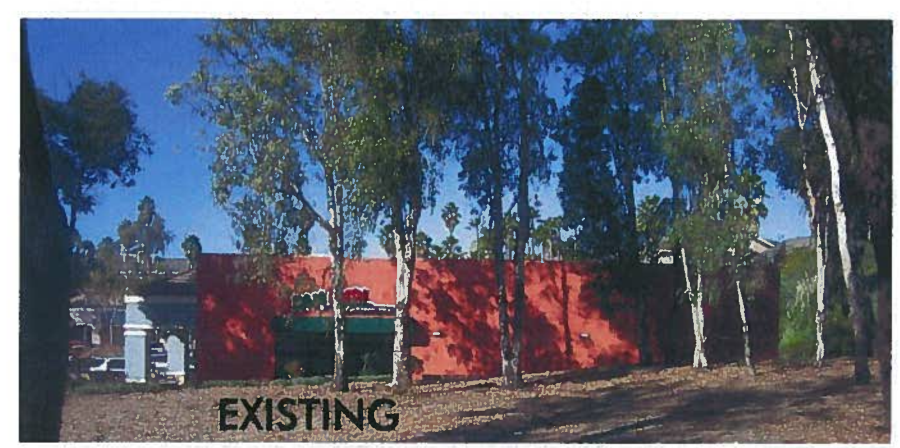
NADEL

PROPOSED SHOPS D SOUTH ELEVATION

TYPICAL SHOPPING CENTER SIGN



EXISTING

1/24/2012 ITEM NO. 5.5.1

NEW SHOPS D AND TYPICAL PYLON SIGN

DATE: DECEMBER 14, 2011
NADEL JOB#: 11450

MOULTON - LA PAZ SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA

NADEL STUDIO ONE, INC.
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Proposed Market (from parking lot looking southeast)

DATE: DECEMBER14, 2011
NADEL JOB#: 11450

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T.310.826.2100 F.310.826.0182
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Proposed Market (from La Paz looking northeast)

1/24/2012 ITEM NO. 5.5.1

DATE: DECEMBER14, 2011
NADEL JOB#: 11450

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NADEL

CITY OF LAGUNA HILLS

CITY COUNCIL
AGENDA REPORT
COMMUNITY SERVICES DEPARTMENT

ISSUE: VOLUNTEER CONNECTION DAY 2012

SUMMARY:

Volunteer Connection Day is scheduled for Saturday April 21, 2012, and will once again take place from 9:00 a.m. to 12:00 p.m. and include a "thank you" lunch for participants. Past projects have included multiple trail clean-up projects, a disaster preparedness day, painting utility boxes throughout the City, and painting the backside of the Adult Softball outfield wall. Staff is considering changing the name of the event and introducing a "Green Expo" theme in an effort to increase event attendance and tie into Earth Day. Staff presented this information to the Parks and Recreation Commission at its December 7, 2011, meeting. The Parks and Recreation Commission was not in favor of an event name change but did recommend that staff proceed with a "Green Expo" as part of the event. Recommended projects for the 2012 event once again include a City-wide trail clean-up and a tree planting in recognition of Arbor Day.

BACKGROUND:

Volunteer Connection Day is scheduled for Saturday April 21, 2012, and will once again take place from 9:00 a.m. to 12:00 p.m. Last year's event included the following projects:

- Tree Planting in recognition of Arbor Day (15 Podocarpus trees) along Aliso Hills and Alicia Parkway. West Coast Arborists assisted with the tree planting and had a booth at the event as well.
- Trail Clean Up, including the Aliso Creek Trail, the Veeh Ranch Trail, the Juan Avila Trail, and the Oso Parkway Trail.
- Painting project at Santa Maria.

RECOMMENDATION: THAT THE CITY COUNCIL PROVIDE FEEDBACK TO STAFF REGARDING THE VOLUNTEER CONNECTION DAY EVENT AND THE PROPOSED CHANGES.

Attendance for the 2011 event was significantly lower than previous years with only forty-nine (49) participants attending the event. This may have been due in part to the event falling on the first day of the SVUSD spring break. Listed in the table below is the event attendance for the last four years.

Table 1: Volunteer Connection Day Attendance Comparison 2008-2011

	2008	2009	2010	2011
Event Attendance	95	97	99	49

Proposed Event Changes

Staff is considering changing the name of the event and adding to the activities that are provided, in an effort to increase participation for 2012. Ideas for potential projects and event name change include the following:

1. Hosting a "Green Expo" as part of the event, with a variety of vendors that will promote the importance of conservation and recycling. Nurseries may display native plant species. The "Surfrider Foundation" and CR&R have both confirmed their participation for this year's event. The "Wyland Clean Water Mobile Learning Center" (flyer attached to the staff report) has also been contacted regarding participating in the event for 2012 and is currently available.
2. Adding crafts and other art projects such as a themed mural to actively engage the younger children in attendance. The Parks and Recreation Commission recommended that staff contact the PTA at each of the elementary schools in the City to better promote the event with younger children.
3. Change the name of the event to "Earth Day Laguna Hills" to better align the day's theme with the national Earth Day recognition.

Public relation efforts will begin after the City Council provides direction on the proposed projects and event name change, and staff is recommending that the draft PR letter attached to this staff report be sent out by the Mayor to local organizations. Event promotion will again consist of:

- Registering the event as part of the Great California Clean-up
- Contacting all schools and booster groups
- Contacting local non-profit entities such as the Boy Scouts and Girl Scouts
- Contacting all local church groups
- Email blast through the Active.net software application
- Listing the event in the spring "City Views" publication
- Contacting O.C. Register to advertise the event
- Installing banners throughout the City to promote the event
- Contacting surrounding HOA's, including Via Lomas and Rancho Monterey to solicit participation.

The Parks and Recreation Commission discussed potential projects and the proposed name change for the event at its December 7, 2011, meeting. After discussion, the Parks and Recreation Commission moved to stay the course with the event by not changing the event name, to engage the PTA at each of the elementary schools, to work on the “Green Expo” element of the event, and to not secure the “Wyland Clean Water Mobile Learning Center” as part of the expo for cost reasons. In addition, the Parks and Recreation Commission advised staff to better describe the day’s activities in any and all publicity for the event.

The Parks and Recreation Commission also selected a City-wide trail clean-up and tree planting as the proposed projects for the 2012 event. Per City Council Resolution No. 2007-03-27-1, a tree planting project has been included as part of the day’s activities as it recognizes “Arbor Day”. In both 2009 and 2010, 10 trees were planted along La Paz Road near Alameda. In 2011, 15 Podocarpus trees were planted at Alicia and Aliso Hills. Staff is recommending that for 2012, Crape Myrtle trees be planted on Aliso Hills between Mendocino Court and Alicia Parkway. An alternate location for consideration is on Paseo de Valencia between Stockport and Kennington. The existing Liquid Amber trees are diseased, and could be replaced with Pistachio trees.

<u>2012 Proposed Projects</u>

In addition to the “Green Expo”, staff is recommending that the following projects be part of the 2012 Volunteer Connection Day event:

1. Plant trees on Aliso Hills between Mendocino Court and Alicia Parkway.
2. Veeh Ranch Trail Clean-Up
3. Juan Avila Trail Clean-Up
4. Aliso Creek Trail (Via Lomas) Clean-Up
5. Oso Parkway Clean-Up

<u>Back-up Project</u>

1. Santa Maria painting project.

FISCAL IMPACT:

The current budget for the Volunteer Connection Day event is $1,000. Total expenditures for the 2011 event were $964. There may be an increase in costs for the event if additional activities are included in the event. For example, the cost for the “Wyland Clean Water Mobile Learning Center” is $1,200, which can be absorbed into the Community Services Department special events budget.

RECOMMENDATION: THAT THE CITY COUNCIL PROVIDE FEEDBACK TO STAFF REGARDING THE VOLUNTEER CONNECTION DAY EVENT AND THE PROPOSED CHANGES.

ATTACHMENTS:

1) Wyland Clean Water Mobile Learning Center Flyer
2) Draft Volunteer Connection Day PR Letter

Bring The Wonder Of Water To Your School!

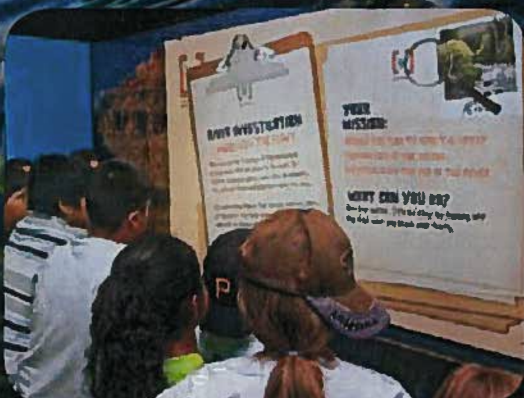
Wyland Clean Water Mobile Learning Center

The Clean Water Mobile Learning Center is a state of the art 1,000 square foot bio-diesel learning exhibition about the world of water. It features a multisensory theater and five (5) interactive stations that allow students to explore different watershed habitats and understand the impact humans have on these habitats. The exhibit clearly delivers the message that the choices we make directly affect the water quality and aquatic ecosystems.

Classes of approximately 30 students can move through each half hour starting with the movie theater for a 7 minute movie, followed by a short question and answer session and explanation of the work stations.

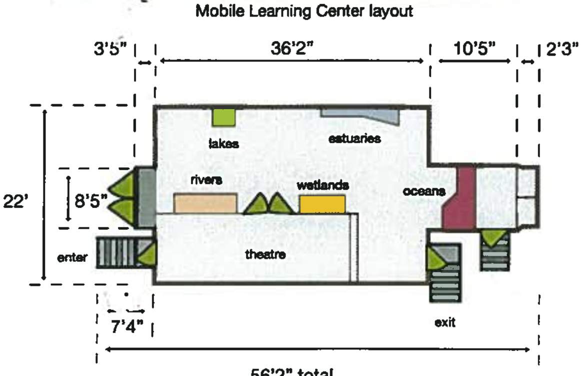
After experiencing the exhibit, students will be able to:

- Name the three main parts of the water cycle (evaporation, condensation, precipitation)
- Describe at least three types of pollutants, how they enter a watershed, and how they impact that watershed
- Define the term "watershed" generally as an area of land through which water travels from the highest point to the lowest lying point
- Understand and explain at least one way in which humans impact aquatic ecosystems
- State at least three ways in which they can help conserve water, keep water clean, or help protect aquatic life



In bringing the Wyland Clean Water Mobile Learning Center to students we hope to instill an understanding of how the quality of water affects the quality of life.

Mobile Learning Center layout



ADA compliant

Specifications

- **Trailer size:**
  - 56'2" long
  - 13' 6" tall
  - 8' 5" wide (Expands to 22' total)
  - Total length with tractor: 83' 2"
  - Total weight: 80,000 lbs.
  - Parking lot allowance: 26 car spaces (2 rows of 13)

- **Electrical:**
  - Can run on tractor generator.
  - Requirements for shore power hook up:
  - ·208/3phase
  - ·120amp minimal
  - ·200amp max
  - ·Air Conditioned
  - ·ADA accessible
  - ·Quick setup time

To inquire about rental availability and pricing, email cleanwater@wylandfoundation.org or call 949.643.7070. Special rates for non-profits, schools, and public events are available.

Watch a video of the Wyland Clean Water Mobile Learning Center in action at www.vimeo.com/6038692.

WYLAND FOUNDATION
Art. Conservation. Community
www.wylandfoundation.org

OCEAN INSTITUTE
EXPERIENCE IS THE TEACHER
www.ocean-institute.org

PLEASE

(Example)

Attn: (insert organization)

The City of Laguna Hills is holding its annual Volunteer Connection Day on Saturday, April 21, 2012, at 9 a.m. at the Laguna Hills Community Center and Sports Complex. The Community Services Department is contacting local organizations, such as yours, in the hopes that you would be interested in participating in this rewarding event.

Volunteer Connection Day consists of a City-wide trail clean-up and tree planting ceremony in recognition of Arbor Day, followed by a complimentary lunch at the Community Center. Throughout the year, the local trails collect a large amount of trash, debris, and shopping carts, which take away from the beauty of our trail systems and natural areas. Each year volunteers collect hundreds of pounds of trash and recyclables. Additionally, the planting of trees in recognition of Arbor Day will help to beautify the City.

Volunteer Connection Day is a wonderful opportunity for residents to get involved in their City and to give something back to the community. The trail clean-up project is ideal for families and residents of all ages and abilities. This is also an opportunity for students to earn their community service hours while spending some time outdoors with family and friends. By partnering with local organizations such as yours, it is our hope to increase the number of volunteers participating in the event in order to have a greater impact on the community we share.

If you feel that this is an opportunity that your organization would like to participate in, please contact Todd Smyser, Community Services Senior Leader, at (949) 707-2690, and he would be happy to discuss the event in greater detail. I look forward to having the opportunity to work with you and your members at the event.

Very truly yours,

Melody Carruth
Mayor