
**CITY COUNCIL
REGULAR
MEETING**



**JANUARY 22, 2013
7:00 PM**

AGENDA

Barbara D. Kogerman, Mayor

**Andrew Blount, Mayor Pro Tempore
Randal Bressette, Council Member**

**Melody Carruth, Council Member
Dore J. Gilbert, M.D., 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. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

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: COUNCIL MEMBER GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

- 1.1 CERTIFICATE OF RECOGNITION, ADAM WONG, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE FALL 2012 SEMESTER

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CERTIFICATE TO ADAM WONG RECOGNIZING HIS SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.2 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON AMANDA JAFFE AND STUDENT LIAISON ALTERNATE KERSTYN GONZALES FOR THE SPRING 2013 SEMESTER

RECOMMENDATION: THAT THE CITY CLERK ISSUE THE OATHS OF OFFICE TO LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON AMANDA JAFFE AND STUDENT LIAISON ALTERNATE KERSTYN GONZALES AND MAYOR KOGERMAN PRESENT CERTIFICATES OF APPOINTMENT.

1.3 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON AMANDA JAFFE.

1.4 ORANGE COUNTY HUMAN RELATIONS COUNCIL ANNUAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM KEN INOUE, COMMISSIONER, WITH THE ORANGE COUNTY HUMAN RELATIONS COUNCIL.

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.

3. MINUTES

3.1 REGULAR MEETING, JANUARY 8, 2013

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JANUARY 8, 2013, 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 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
JANUARY 22, 2013

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,059,507.01.

4.2 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.

4.3 PROGRESS PAYMENT NO. 21 FOR LA PAZ ROAD WIDENING AT I-5
IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 21, IN THE NET AMOUNT OF \$39,044.43, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

4.4 AUTHORIZATION TO ADVERTISE FOR BIDS FOR CIVIC CENTER
SUITE 100B IMPROVEMENTS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS ON FILE WITH THE CITY CLERK AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE CIVIC CENTER SUITE 100B IMPROVEMENTS.

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 8, 2013

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JANUARY 8, 2013, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS**PLANNING AGENCY ADJOURNMENT****6. CITY COUNCIL PUBLIC HEARINGS****7. ADMINISTRATIVE REPORTS**

7.1 City Manager

7.2 Assistant City Manager

7.2.1 2013 BIENNIAL CITIZEN SURVEY

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO PROCEED WITH THE 2013 BIENNIAL CITIZEN SURVEY.

7.3 Public Services Director/City Engineer

7.3.1 LA PAZ OPEN SPACE PROJECT, CIP NO. 615A, PRELIMINARY REVIEW OF CONCEPT PLANS

RECOMMENDATION: THAT THE CITY COUNCIL PERFORM A PRELIMINARY REVIEW OF THE THREE CONCEPT PLANS FOR THE LA PAZ OPEN SPACE PROJECT, CIP NO. 615A; AND DIRECT THE PUBLIC PARTICIPATION PROCESS CONTINUE AT THE NEXT AVAILABLE PARKS AND RECREATION COMMISSION MEETING.

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 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

To Tuesday, February 5, 2012, at 6:30 PM in the Community Development Conference Room, located at 24035 El Toro Road, Laguna Hills, California, for the purpose of conducting interviews and making appointments to the Parks and Recreation Commission and Traffic Commission. The next Regular Meeting of the City Council will be February 12, 2013, 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 18, 2013, at 5:00PM.



PEGGY J. JOHNS, CITY CLERK

January 18, 2013

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 Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: PEGGY J. JOHNS
CITY CLERK**

ISSUE: CERTIFICATE OF RECOGNITION, ADAM WONG, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE FALL 2012 SEMESTER

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CERTIFICATE TO ADAM WONG RECOGNIZING HIS SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSO established a Student Liaison program in 1993. Adam Wong has served as the Student Liaison for the fall 2012 semester. Adam has served as the Student Liaison with distinction, and it is in order to recognize that service.

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

ADAM WONG

Laguna Hills High School Student Liaison

June 12, 2012, through January 22, 2013

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, Adam Wong was appointed to serve as the Student Liaison to the City Council and took the Oath of Office June 12, 2012; and

WHEREAS, Adam Wong 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, Barbara Kogerman, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Adam Wong for his service to the City as Student Liaison to the City Council.

Dated this 22nd day of January 2013.

BARBARA D. KOGERMAN, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: PEGGY J. JOHNS
CITY CLERK**

**ISSUE: APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON
AMANDA JAFFE AND STUDENT LIAISON ALTERNATE KERSTYN
GONZALES FOR THE SPRING 2013 SEMESTER**

**RECOMMENDATION: THAT THE CITY CLERK ISSUE THE OATHS OF OFFICE TO
LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON AMANDA JAFFE AND STUDENT
LIAISON ALTERNATE KERSTYN GONZALES AND MAYOR KOGERMAN PRESENT
CERTIFICATES OF APPOINTMENT.**

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. Amanda Jaffe served as the Student Liaison Alternate for the fall 2012 semester, and it is in order for Amanda to take the Oath of Office as the Student Liaison for the spring 2013 semester.

Through the interview process, Kerstyn Gonzales was selected as the Student Liaison Alternate for the spring 2013 semester.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: ORANGE COUNTY HUMAN RELATIONS COUNCIL ANNUAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM KEN INOUE, COMMISSIONER, WITH THE ORANGE COUNTY HUMAN RELATIONS COUNCIL.

SUMMARY:

Ken Inouye, Commissioner with the Orange County Human Relations Council, will be present at the meeting to make a brief presentation and give the City Council Members the Human Relations Council's Annual Report. In the presentation, Mr. Inouye will report on data collected by the Council specific to activities in the City of Laguna Hills, including hate crimes and incidents, mediations, and various programs.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
JANUARY 08, 2013**

CALL TO ORDER

Mayor Kogerman 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, 24305 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: Council Member Bressette

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Kogerman, Mayor Pro Tempore Blount, Council Member Bressette, and Council Member Gilbert

Absent: Council Member Carruth

1. PRESENTATIONS AND PROCLAMATIONS

1.1 2012 LAGUNA HILLS DEPUTY OF THE YEAR

MAYOR KOGERMAN INVITED LIEUTENANT BEHRENS TO PRESENT THE 2012 LAGUNA HILLS DEPUTY OF THE YEAR AWARD TO DEPUTY BRIAN GUNSOLLEY.

1.2 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ALTERNATE AMANDA JAFFE.

1.3 PRESENTATION ON LAGUNA HILLS HIGH SCHOOL SPANISH IMMERSION PROGRAM

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO TEACHER TONYA IRIBARNE, AND THE CITY COUNCIL RECEIVED A PRESENTATION FROM PRINCIPAL SEAN BOULTON AND TONYA IRIBARNE ON THE SPANISH IMMERSION PROGRAM.

1.4 PRESENTATION ON THE I-5 PROJECT BETWEEN SR-73 AND EL TORO ROAD

THE CITY COUNCIL RECEIVED A PRESENTATION FROM OCTA ON THE I-5 PROJECT BETWEEN SR-73 AND EL TORO ROAD IN THE CITY OF LAGUNA HILLS.

2. PUBLIC COMMENTS

There were no Public Comments.

3. MINUTES

3.1 REGULAR MEETING, DECEMBER 11, 2012

MOTION TO APPROVE THE MINUTES OF THE DECEMBER 11, 2012, REGULAR MEETING, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH ABSENT).

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER GILBERT.

APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH ABSENT).

4.1 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 8, 2013.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$1,232,358.39.

4.2 PROGRESS PAYMENT NO. 20 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 20, IN THE NET AMOUNT OF \$255,546.05, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

5. PLANNING AGENCY

Mayor Kogerman 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 7:46 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Blount, Agency Member Bressette, Agency Member Gilbert

Absent: Agency Member Carruth

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, DECEMBER 11, 2012

MOTION TO APPROVE THE MINUTES OF THE DECEMBER 11, 2012, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/VICE CHAIR BLOUNT.

APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER CARRUTH ABSENT).

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 CONDITIONAL USE PERMIT NO. 10-12-2414, A REQUEST TO ALLOW LEASING OF UP TO 10,000 SQUARE FEET OF COMMERCIAL SPACE TO EXERCISE FACILITIES AT 25214-25272 CABOT ROAD, COMMONLY KNOWN AS CABOT TOWN CENTER, IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

BY CONSENSUS, THE PLANNING AGENCY TERMINATED THIS CONDITIONAL USE PERMIT APPLICATION.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:48 PM. All Council Members were present, with the exception of Council Member Carruth.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 CITY APPLICATION FOR FY 2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE FLORENCE SYLVESTER SENIOR CENTER

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

THE CITY COUNCIL CONDUCTED A PUBLIC HEARING AND AUTHORIZED STAFF TO SUBMIT A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE 2013/2014 FISCAL YEAR, BY M/COUNCIL

**MEMBER GILBERT, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH
ABSENT).**

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Deputy City Manager/Community Services

**7.2.1 2013 EARTH DAY LAGUNA HILLS AND DOCUMENT SHREDDING
EVENT**

**THE CITY COUNCIL APPROVED THE DOCUMENT SHREDDING EVENT,
TRAIL CLEAN UP PROJECT, AND TREE PLANTING PROJECT FOR THE
2013 EARTH DAY LAGUNA HILLS, BY M/MAYOR PRO TEMPORE
BLOUNT, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH
ABSENT).**

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

8.1 COUNCIL MEMBER BRESSETTE

**8.1.1 POSTPONEMENT OF INTERVIEWS AND READVERTISEMENT OF
COMMISSION OPENINGS**

**THE CITY COUNCIL DIRECTED THE CITY CLERK TO READVERTISE
THE TRAFFIC COMMISSION AND PARKS AND RECREATION
COMMISSION OPENINGS, CANCEL THE COMMISSION INTERVIEWS
SCHEDULED FOR JANUARY 15, 2013, AND SELECTED TUESDAY,
FEBRUARY 5, 2013, FOR COMMISSION INTERVIEWS, BY M/COUNCIL
MEMBER BRESSETTE, S/MAYOR PRO TEMPORE BLOUNT.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH
ABSENT).**

9. CITY COUNCIL MEMBER COMMENTS

MAYOR KOGERMAN

Mayor Kogerman indicated that she would be seeking the support of the City Council and other members of District 13 to be elected to the Orange County Council of Governments. The meeting for the election would be held in the City of Orange, OCTA Headquarters, 600 South Main Street, at 10:30 a.m., Thursday, January 24, 2013.

10. CLOSED SESSION

Mayor Kogerman recessed the meeting into Closed Session at 8:05 PM.

10.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Performance Evaluation

Mayor Kogerman reconvened the meeting at 9:55 PM. All Council Members were present, with the exception of Council Member Carruth.

City Attorney Simonian indicated that no reportable action was taken by the City Council in Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session. Mayor Kogerman declared the meeting adjourned at 9:57 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF _____.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 22, 2013.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,059,507.01.

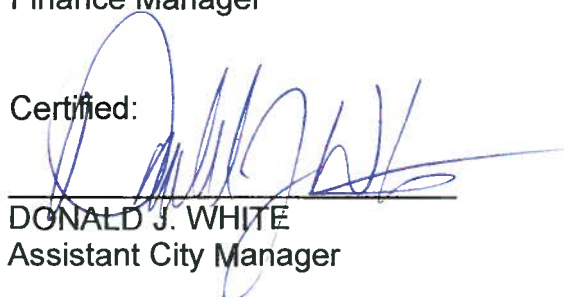
SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds 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

1-15-13
DATE

FISCAL IMPACT:

The warrant register total is \$1,059,507.01.

ATTACHMENTS:

- 1. Warrant Register**

CITY OF LAGUNA HILLS
WARRANT REGISTER
January 22, 2013

1/22/2013 ITEM NO. 4.1

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
AT&T- CALNET 2		Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, Dec '12	8804642	\$ 2,137.80
AT&T MOBILITY		Wireless Service, Dec '12	8804640	60.92
AU-YEUNG, MELISSA		Mileage Reimbursement, Administrative Services, Aug - Dec '12	8804631	85.36
BANK OF AMERICA		Departmental Operating Expenditures, Dec '12	8804644	10,718.65
CARLSEN, SANDY		Mileage Reimbursement, City Clerk, Oct - Dec '12	8804632	46.62
CORELOGIC INFORMATION SOLUTION		Professional Services, GIS PDRC List Services, Nov '12	8804650	9,000.00
CYBERSOURCE CORPORATION		eCommerce Payment Gateway Service, Online Permits, Community Development, Dec '12	8804654	29.00
EL TORO WATER DISTRICT		Water Usage, Parks, Nov '12	8804633	6,781.24
HOME DEPOT		Program Supplies, Community Services, Nov '12	8804662	26.94
JAVED, HUMZA		Mileage Reimbursement, Public Works, Dec '12	8804667	22.76
MOULTON NIGUEL WATER DISTRICT		Water Usage Parks and Community Center, Nov - Dec '12	8804672	11,324.43
OROS CONSULTING SERVICES, LLC		Professional Services, Computer Consulting Services, Dec '12	8804676	4,891.25
REFUND, FACILITY RENTAL DEPOSIT		Western Youth Services, V# 2002642.002	8804680	500.00
REFUND, FACILITY RENTAL DEPOSIT		K. Clary, V# 2002641.002	8804681	500.00
SAN DIEGO GAS & ELECTRIC		Electric Usage, Street Lights, Dec '12	8804687	12,435.26
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights and Traffic Control, Nov - Dec '12	8804634	2,697.26
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights and Traffic Control, Dec '12	8804691	611.97
SPARKLETT'S		Operating Supplies, Community Services, Dec '12	8804692	62.23
TARGET STORES		Program Supplies, Community Services, Dec '12	8804695	35.16
VOSS & SONS DESIGN BUILD		Refund, Pool Bond, CR# 44589	8804696	250.00
WELLS FARGO FINANCIAL LEASING		Lease - Copier, Community Center, Feb '13	8804697	799.33
Total Prepaid Warrants:			\$	63,016.18
REGULAR WARRANTS:				

CITY OF LAGUNA HILLS
WARRANT REGISTER
January 22, 2013

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
ACE BUSINESS MACHINES, INC.	Check Signer Signature Plates, Jan '13	8804636	\$ 1,072.68
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 10/14/12 - 12/29/12	8804637	15,417.60
ANDERSON AUDIO VISUAL - L. P.	Annual Maintenance, Audio Visual System, Council Chambers, 12/1/12 - 12/2/13	8804638	15,000.00
ASCAP	Music Annual License Fee 2013, Community Services	8804639	327.00
ATHALYE CONSULTING ENGINEERING	Professional Services, La Paz Widening @ I-5 CIP # 159	8804643	14,592.00
BUREAU VERITAS NORTH AMERICA	Professional Services, NPDES CIP # 410	8804645	350.00
C&D ELECTRIC, INC.	Lighting Repairs, Parks, Dec '12	8804646	872.43
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, City Hall, Oct - Nov '12	8804647	1,026.23
CHARLES ABBOTT ASSOCIATES, INC	Professional Services, Plan Checking and Building & Safety Services, Dec '12	8804648	13,815.44
COMPLETE OFFICE OF CALIFORNIA	Office and Operating Supplies, Community Center, Jan '13	8804649	193.69
COUNTY OF ORANGE\PF&RD	Remittance, CARITS & Moulton Pkwy Fees Collected, Oct - Dec '12	8804651	2,112.00
CSI FIRE EQUIPMENT CO, INC.	Operating Supplies, Police Services, Oct '12	8804652	115.00
CSMFO	Membership, Administrative Services, 2013	8804653	110.00
DELL COMPUTER CORPORATION	Computer Hardware, City Clerk, Dec '12	8804655	6,535.47
DEPARTMENT OF CONSERVATION	Remittance, SMIP Fees Collected, Oct - Dec '12	8804656	308.29
ECONOMICS, INC.	Professional Services, Recycling Program, Dec '12	8804657	1,370.83
FIVE STAR TROPHIES	Office Supplies, Jan '13	8804658	21.60
GRC ASSOCIATES, INC.	Professional Services, Aliso Meadows Rehabilitation Project, Dec '12	8804659	5,520.00
HDL, COREN & CONE	Professional Services, TRA Mapping Data, Dec '12	8804660	402.26
HILLCREST CONTRACTING	Retention Payment, El Toro Rd @ Carlota Street Improvements CIP # 164	8804661	86,120.36
ICC ORANGE EMPIRE CHAPTER	Employee Training, Building, Feb '13	8804663	50.00
IMAGES BY DWAYNE	Professional Services, Photographic Images, Jan '13	8804664	560.03
IRV SEAVER MOTORCYCLES	Motorcycle Maintenance, Police Services, Oct - Dec '12	8804665	4,267.48
JAMEY CLARK, INC.	Miscellaneous Park Repairs, Graffiti Removal and Safety Inspections, Nov - Dec '12	8804666	943.76
LEAGUE OF CALIFORNIA CITIES	Membership, Administrative Services, 2013	8804670	12,909.60
LINDY OFFICE PRODUCTS	Operating Supplies, Dec '12	8804671	45.45

CITY OF LAGUNA HILLS
WARRANT REGISTER
January 22, 2013

1/22/2013 ITEM NO. 4.1

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
NIEVES LANDSCAPE, INC.	Monthly Maintenance and Other Assorted Landscape Services, Jan '13	8804673	75,072.49
OFFICE SOLUTIONS	Office and Operating Supplies, Dec '12 - Jan '13	8804674	235.07
ORANGE COUNTY REGISTER	Subscription, Community Center, 1/13/13 - 3/8/13	8804675	101.72
ORANGE COUNTY TREASURER	Supplemental Law Enforcement Services, Sep - Nov '12	8804668	5,485.37
ORANGE COUNTY TREASURER	Law Enforcement Services, Jan '13	8804669	552,764.00
ORANGE COUNTY TREASURER	Road Maintenance, Nov '12	8804684	36,898.16
PACK, DWAYNE	Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, May '13	8804677	50.00
PRIORITY MAILING SYSTEMS, LLC	Office Supplies, Jan '13	8804678	252.64
QUIKSILVER COURIER	Delivery Service, Dec '12	8804679	29.64
RENEGADE RACING	Event Management Services, 2013 1/2 Marathon and 5K Event, Partial Payment	8804682	15,962.50
RICHARD FISHER ASSOCIATES	Professional Services, Renovation Costeau & Stockport Park CIP # 239, La Paz Open Space Riparian Habitat CIP # 615 and Skate Park Assessment	8804683	24,935.00
RPW SERVICES, INC.	Rodent Control, Parks, Dec '12	8804685	1,560.00
SADDLEBACK FAMILY & URGENT CARE	Pre-employment Physicals, Nov '12	8804686	90.00
SEMA CONSTRUCTION, INC.	Progress Payment #21, La Paz Widening @ I-5 CIP # 159	8804688	39,044.43
SOCAL OFFICE TECHNOLOGIES	Printer, Maintenance and Supplies, Jan '13	8804689	600.81
SOUTH COAST WATERS	Facility Maintenance, Water Feature, Community Center, Jan '13	8804690	475.00
STUDIO TWO BLACK DIAMOND	Printing Expense, Police Services, Oct '12 - Jan '13	8804693	339.53
SUNSET PROPERTY SERVICES	Street Sweeping, Dec '12	8804694	11,763.30
WEST COAST ARBORISTS, INC.	Tree Planting, Urban Reforestation, CIP # 320 and Tree Trimming, Nov '12	8804698	3,260.00
WOODRUFF, SPRADLIN & SMART	Professional Services, Legal Services, Nov '12	8804699	42,161.65
XEROX CORPORATION	Lease and Usage - Copier, City Hall, Dec '12	8804700	1,350.32
Total Regular Warrants:			996,490.83
**WARRANT REGISTER TOTAL **			\$ 1,059,507.01



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER/COMMUNITY SERVICES**

**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**

**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.**

SUMMARY:

In 1994, the City and the Saddleback Valley Unified School District (SVUSD) entered into a fifteen-year Joint Recreation Maintenance and Operation Agreement (Agreement) for the shared use of the upper field 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. Staff predominately uses its field allocation rights to provide the City's youth sports organizations such as AYSO with practice fields. The City Council, on May 12, 2009, approved Amendment No. 1 to the Joint Recreation Maintenance and Operation Agreement (Amendment No. 1). The Agreement can be extended by written notification from both parties and the current Agreement term expires on April 26, 2013. City staff and SVUSD staff desire to extend the Agreement for another year, until April 26, 2014, under the same terms and conditions.

BACKGROUND:

Effective April 26, 1994, the City of Laguna Hills entered into an Agreement with SVUSD to allow the joint use of high school athletic fields at Laguna Hills High School. City and SVUSD staff refer to this area as the upper field and does not include the varsity baseball field. At the time of the development of that Agreement, the City was just completing the Cabot Park Sports Fields and the Community Center and Sports Complex was not yet

constructed. 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 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 to April 26, 2011, and permitted the parties to extend the Agreement beyond this date upon written notification.

With a mutual interest to continue forward with the Agreement past April 26, 2011, the City and SVUSD exercised a one-year extension of the Agreement to April 26, 2012, and later, another extension to April 26, 2013—which is the current Agreement term expiration date.

City staff and SVUSD staff have recently met and desire to extend the Agreement for another year until April 26, 2014. The City received written notification from SVUSD of their intent to extend the Agreement for another year. 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 90 days in advance of the current Agreement term.

Upon City Council approval, the City Manager will send a letter to SVUSD to also acknowledge the City's intent to extend the Agreement under the same terms and conditions.

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

ATTACHMENTS:

1. SVUSD Letter
2. Amendment No. 1 to Joint Use Agreement
3. Joint Recreation Maintenance and Operation Agreement

Attachment 1

SVUSD LETTER

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



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

January 10, 2013

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,

A handwritten signature in dark ink that reads 'Sean Boulton'.

Sean Boulton, Principal

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

**SADDLEBACK VALLEY
UNIFIED SCHOOL DISTRICT**

25631 PETER A. HARTMAN WAY
MISSION VIEJO, CALIFORNIA 92691
(949) 586-1234 www.svusd.k12.ca.us

1/22/2013 ITEM NO. 4.2

Clint Harwick, Ed.D.
SUPERINTENDENT

BOARD OF EDUCATION
Ginny Fay Aitkens, President
Dolores Winchell, Vice President
Dennis Walsh, Clerk
Don Sedgwick, Member
Suzie R. Swartz, Member

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."

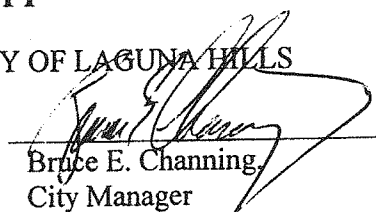
2. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All of the terms, conditions, and

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.

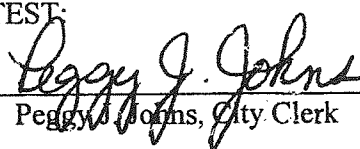
"CITY"

CITY OF LAGUNA HILLS

By: 

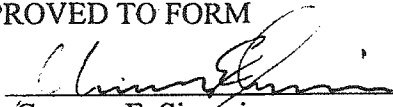
Bruce E. Channing
City Manager

ATTEST:

By: 

Peggy J. Johns, City Clerk

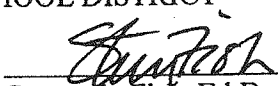
APPROVED TO FORM

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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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.

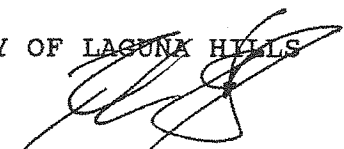
Article 22. Incorporation of Exhibits

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

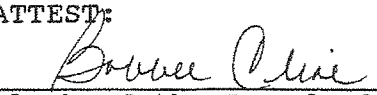

LOIS E. JEFFREY
City Attorney

"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

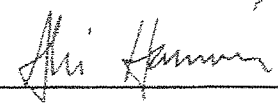
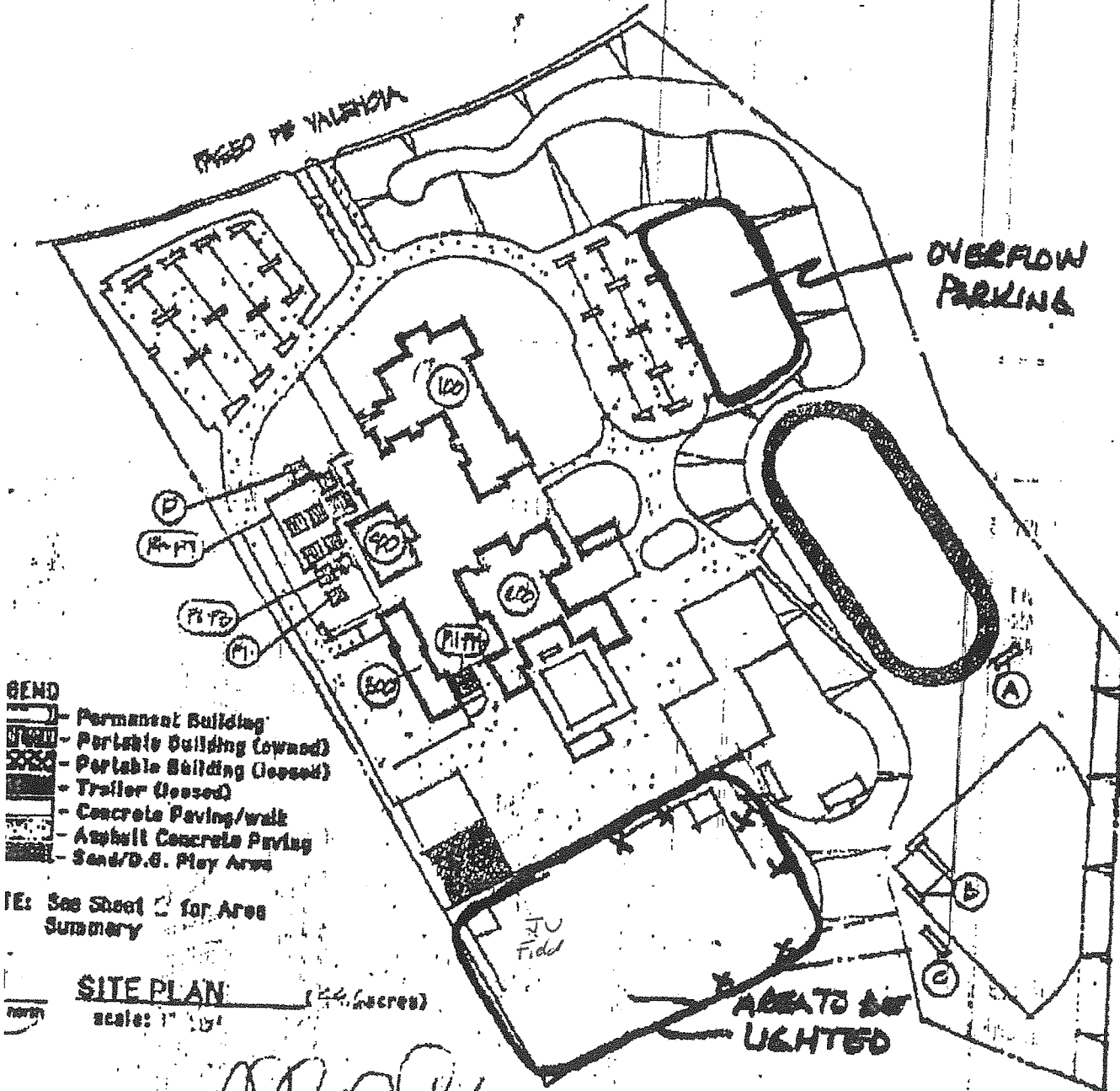

General Counsel

DIAGRAM OF BUILDING AREAS

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

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



- LEGEND
- Permanent Building
 - Portable Building (owned)
 - Portable Building (leased)
 - Trailer (leased)
 - Concrete Paving/walk
 - Asphalt Concrete Paving
 - Sand/D.G. Play Area

IE: See Sheet 2 for Area Summary

SITE PLAN (2.4 Acres)
 scale: 1" = 10'

Architect: *[Signature]*

Date: 11/2/82 Sheet 1 of 2 Sheets

Rev: _____

Ralph Bradshaw/Richard Boney and Associates
 371 Eighth Avenue, Suite A San Diego, California 92101 Telephone (619) 221-1929
 Architecture and Urban Design
 Exhibit "A"

TOTAL P. 83

R-95%

714 5469035

04-15-94 08:06PM 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 conduit 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

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

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: PROGRESS PAYMENT NO. 21 FOR LA PAZ ROAD WIDENING AT I-5
IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 21, IN THE NET AMOUNT OF \$39,044.43, TO SEMA CONSTRUCTION,
INC., FOR THE 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 November 2012, included signage, utility adjustments, highway planting, erosion control, striping, lighting and sign illumination, and electrical. The project landscaping began the twelve-month maintenance period as of November 26, 2012. The contractor has submitted the twenty-first 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 twenty-first progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
38	Relocate Roadside Sign	3	EA	\$ 250.00	\$ 750.00
39	Adjust Valve Frame	3	EA	\$ 300.00	\$ 900.00

Agenda Report
I-5 at La Paz Progress Payment No. 21
Page 2
January 22, 2013

54	Highway Planting	0.25	LS	\$112,300.00	\$ 28,075.00
58	Erosion Control (Jute)	17,000	SF	\$ 0.17	\$ 2,890.00
88	Alum Sign (.063 Unframed)	-35.1	SF	\$ 13.00	\$(456.30)
89	Alum Sign (.08 Unframed)	22.5	SF	\$ 14.00	\$ 315.00
90	Alum Sign (.063 Framed)	1.78	SF	\$ 16.00	\$ 28.48
93	Roadside Sign – One Post	3	EA	\$ 350.00	\$ 1,050.00
94	Roadside Sign – Two Post	1	EA	\$ 550.00	\$ 550.00
95	Install Sign	1	EA	\$ 200.00	\$ 200.00
114	Monuments	-2	EA	\$ 1,600.00	\$(3,200.00)
125	Thermoplastic Stripe	7,425	LF	\$ 0.72	\$ 5,346.00
136	Lighting & Sign Illumination	.06	LS	\$ 90,400.00	\$ 5,424.00

CCO No. 4	E1 – Modify Electrical	0.13	LS	\$ 11,619.38	\$ 1,510.52
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Total To Date	\$4,697,131.69	
Less Prior Billing	<u>\$4,653,748.99</u>	
Total This Period	\$ 43,382.70	\$ 43,382.70
Less 10% Retention		<u>\$(4,338.27)</u>
		\$ 39,044.43

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.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR CIVIC CENTER SUITE
100B IMPROVEMENTS**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND
SPECIFICATIONS ON FILE WITH THE CITY CLERK AND AUTHORIZE THE
ADVERTISEMENT FOR BIDS FOR THE CIVIC CENTER SUITE 100B
IMPROVEMENTS.**

SUMMARY:

Suite 100B has been vacant since 2008. A number of factors have contributed to the vacancy, one of which is the large bank vault and cosmetic columns located within the suite. These current conditions make it difficult to market and lease the space appropriately. Consequently, staff is proposing specific improvements to Suite 100B including removal of the bank vault and demolition of the existing flooring, partition walls, and column wraps, essentially bringing the suite to shell-ready condition. The Civic Center Management Committee reviewed this matter at its October 23, 2012, meeting and approved the project. Staff has prepared the plans and specifications for this project and they are on file with the office of the City Clerk. Authorization to advertise the project for bids is requested.

BACKGROUND:

The Civic Center has 33,000 square feet of leasable space. The building currently has fifteen tenants, however there are still four suites available for lease, including Suite 100B. Suite 100B is the 5,585 square feet, first-floor suite that was previously occupied by Century 21 Real Estate through April 30, 2008. As a former bank space, the rough cosmetic condition as well as the large bank vault located within the suite have made it very difficult for prospective tenants to visualize the potential of the space. These features greatly impact our ability to lease the suite.

Consequently, staff is proposing a number of improvements be made to Suite 100B include demolishing and removing the existing bank vault, as well as demolishing the floor covering, column wraps, partition walls, and portions of the ceilings, essentially bringing the suite to a shell-ready condition.

The improvements were recommended for approval by the Civic Center Management Committee at its October 23, 2012, meeting.

Given the prospect of an improving economy, improving rental rates, and modest construction costs, staff is recommending the City Council approve the plans and specifications on file with the City Clerk and authorize the advertisement for bids for the Civic Center Suite 100B improvements.

FISCAL IMPACT:

Staff estimates it will cost approximately \$25,000 to complete the Civic Center, Suite 100B improvements. To that extent, a Civic Center budget amendment in the amount of \$25,000 may be required at a future date.

CEQA FINDINGS:

Exempt in accordance with CEQA exemption Class 1 (CEQA Guidelines Section 15301 -- Existing Facilities). The exemption applies to maintenance, repair, and minor alterations of existing public facilities.

1.4 PRESENTATION ON THE I-5 PROJECT BETWEEN SR-73 AND EL TORO ROAD

THE CITY COUNCIL RECEIVED A PRESENTATION FROM OCTA ON THE I-5 PROJECT BETWEEN SR-73 AND EL TORO ROAD IN THE CITY OF LAGUNA HILLS.

2. PUBLIC COMMENTS

There were no Public Comments.

3. MINUTES

3.1 REGULAR MEETING, DECEMBER 11, 2012

MOTION TO APPROVE THE MINUTES OF THE DECEMBER 11, 2012, REGULAR MEETING, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH ABSENT).

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER GILBERT.

APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH ABSENT).

4.1 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 8, 2013.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$1,232,358.39.

4.2 PROGRESS PAYMENT NO. 20 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 20, IN THE NET AMOUNT OF \$255,546.05, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

5. PLANNING AGENCY

Mayor Kogerman 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 7:46 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Blount, Agency Member Bressette, Agency Member Gilbert

Absent: Agency Member Carruth

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, DECEMBER 11, 2012

MOTION TO APPROVE THE MINUTES OF THE DECEMBER 11, 2012, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/VICE CHAIR BLOUNT.

APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER CARRUTH ABSENT).

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 CONDITIONAL USE PERMIT NO. 10-12-2414, A REQUEST TO ALLOW LEASING OF UP TO 10,000 SQUARE FEET OF COMMERCIAL SPACE TO EXERCISE FACILITIES AT 25214-25272 CABOT ROAD, COMMONLY KNOWN AS CABOT TOWN CENTER, IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

BY CONSENSUS, THE PLANNING AGENCY TERMINATED THIS CONDITIONAL USE PERMIT APPLICATION.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:48 PM. All Council Members were present, with the exception of Council Member Carruth.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 CITY APPLICATION FOR FY 2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE FLORENCE SYLVESTER SENIOR CENTER

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

THE CITY COUNCIL CONDUCTED A PUBLIC HEARING AND AUTHORIZED STAFF TO SUBMIT A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE 2013/2014 FISCAL YEAR, BY M/COUNCIL



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: 2013 BIENNIAL CITIZEN SURVEY

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO PROCEED WITH THE 2013 BIENNIAL CITIZEN SURVEY

SUMMARY:

The City has traditionally commissioned a citizen survey in connection with its biennial budget process with the goal of giving a voice to all residents, irrespective of the level of education, income, length of residency, social aptitude, and degree of involvement in the City. The public's participation and input at the start of the City's budget preparation and deliberation process provides a significant component in the prioritization of budget allocations, as the feedback received from the survey is extrapolated on City services, projects, and issues to the Laguna Hills population as a whole. Over time, the representative sample has been eroding, effectively skewing the survey results toward a narrower and older demographic segment, not necessarily representative of the adult population as a whole. For the 2013 Citizen Survey, however, this issue has been rectified through the use of a new survey methodology -- Address-Based Sampling -- which will result in a larger, more representative sample. Staff recommends the City Council authorize staff to proceed with the citizen survey.

BACKGROUND:

It has been the City's practice to set aside a significant amount of time and energy to revisit priorities, policies, projects and programs once every two years in conjunction with the development of the City's biennial budget. Since 1995, the City has commissioned the Survey Research Center (SRC) at the University of North Texas to conduct a scientifically valid, random sample telephone survey of Laguna Hills residents. The survey has traditionally covered a broad range of City related services, projects, and issues. To that

effect, the results have been used by both the City Council and staff as an aide in developing and setting priorities for the biennial budget and capital improvement plan.

In the past, SRC has used random sampling to generate 400 respondents. The random sampling component is critical because it finds and gives voice to all residents, irrespective of the level of education, income, length of residency, social aptitude, and degree of involvement in the City. The survey even captures the opinions of the segment of the population who appear indifferent to issues regarding local government. Obtaining a random sampling of 400 respondents correlates with a margin of error plus or minus 5%, even if opinions are evenly divided. The "error" in margin of error refers to the expected difference between the sample's results and results from the entire target population. To the extent that there is less diversity of opinion in answers from respondents to any given question, the margin of error decreases.

Upon contacting SRC to conduct the 2011 Citizen Survey, staff was informed of their concern regarding the representative nature of the survey and its erosion over time. The source of the random draw for the sampling has historically been the listed phone numbers in the white pages. Over the recent years, there has been a growing concern regarding the decline in the number of listed phone numbers, which has dwindled largely due to the following two trends: more people not wanting their number listed and the attrition from landlines to cellular phones. These trends are believed to result in a narrowed sample that is likely skewed toward an older demographic. Consequently, extrapolating data from the survey results and effectively applying it to the general population was no longer achievable. As a non-profit, university research center, the validity of the statistical information is paramount. At that time, SRC stated that they were in the process of testing cost-effective alternative methods to achieve a better representative sample.

In anticipation of the 2013 Citizen Survey, SRC contacted staff regarding new methodology the Center has recently begun utilizing for conducting citizen surveys. Address-Based Sampling uses landline phones, cell phones, the internet, and mail to contact residents in a selected sample. Regarding the methodology, a sample is selected based on addresses using a comprehensive post office database. Listed phone numbers are obtained for selected households whenever available; based on past experience, listed numbers can be obtained for half of the selected sample households. The remaining sample households are invited by mail to fill out a questionnaire on the internet. In addition, reminders are mailed out periodically during the survey period. As a last resort for those who have not responded, a short paper questionnaire containing the most critical measures is sent out. Not only does this valid statistical method allow for residents to answer the manner in which they prefer and are most comfortable, but cell phone only households are sure to be included in the representative sample.

A copy of the 2011 Citizen Survey is available at the City Clerk's office and will be used as the beginning template for the 2013 Citizen Survey.

As in the past, the citizen survey is scheduled to be conducted in March. Results will be presented to the City Council at the budget study session scheduled for April 16. The biennial citizen survey represents a significant portion of public participation in the City's budget process and provides valuable information. To further solicit public input, the City will also be holding three public budget study sessions (April 2, April 16, and May 7), as well as a public hearing on the budget in June.

FISCAL IMPACT:

Due to the more labor intensive Address-Based Sampling method used for this year's survey, the cost of the citizen survey will increase from \$16,500 to \$20,000. This will, however, result in a larger, more representative sample. This year's budget has allocated \$18,000 for the citizen survey. There are ample funds to cover the additional \$2,000.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JANUARY 22, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

**ISSUE: LA PAZ OPEN SPACE PROJECT, CIP NO. 615A, PRELIMINARY REVIEW
OF CONCEPT PLANS**

**RECOMMENDATION: THAT THE CITY COUNCIL PERFORM A PRELIMINARY
REVIEW OF THE THREE CONCEPT PLANS FOR THE LA PAZ OPEN SPACE
PROJECT, CIP NO. 615A; AND DIRECT THE PUBLIC PARTICIPATION PROCESS
CONTINUE AT THE NEXT AVAILABLE PARKS AND RECREATION COMMISSION
MEETING.**

SUMMARY:

The La Paz Open Space Project is located along the northerly side of La Paz Road between Moulton Parkway and Alameda Avenue. The project is under design by the firm of Richard Fisher Associates, Landscape Architects, and is being coordinated with the scheduled expansion of the shopping center located at the northeasterly corner of La Paz Road and Moulton Parkway. As a part of the design development, the City has implemented the "Park Planning Policy" which establishes the public participation process for this project. Three concept plans for the passive development of this approximate nine acre site have been developed and will be presented to the Parks and Recreation Commission at the meeting of February 6, 2013, as the next step in the Park Planning Policy. The City Council, at the meeting of November 27, 2012, directed that a preliminary review of the concept plans be held by the City Council prior to the presentation to the Parks and Recreation Commission. The three concept plans are presented for City Council review.

BACKGROUND:

The La Paz Open Space Project, CIP No. 615A, is located along the northerly side of La Paz Road between Moulton Parkway and Alameda Avenue and is the first phase of an anticipated multiple phased future project to develop passive uses and trails within this open space corridor that traverses from Moulton Parkway to Paseo de Valencia. The

City's 2001 Bikeways, Trails & Open Space Master Plan identified this corridor as being an important asset to the community and an integral part of the City's overall trail system. On November 27, 2012, the City Council authorized the Landscape Architecture firm of Richard Fisher Associates to begin the design of the La Paz Open Space Project from Moulton Parkway to Alameda Avenue. The City Council also directed that a preliminary review of the concept plans be held by the City Council prior to a presentation before the Parks and Recreation Commission.

The public has been invited to participate in the design development of the La Paz Open Space Project as a part of the City Council policy on public participation of "Park" development. In early December 2012, approximately 2,400 notices of a public meeting were mailed to all households located between Oso Parkway and Alicia Parkway along with notices sent to Homeowner's Associations in the project area. The first public meeting was held on December 19, 2012, at the Laguna Hills Community Center. At this meeting, the Landscape Architect led a discussion, provided background information and encouraged suggestions for the passive uses of the project area. The 31 residents in attendance at this meeting actively engaged in the discussion and provided the following suggestions for the passive uses of the open space. It is noted that some of the suggestions appear to be contradictory but all of the comments have helped the designer to develop alternative concept plans.

- Develop trails (walk, bike, horse) with trees and bushes, no benches, no water fountain, no exercise area
- Place the trails as far removed from homes as possible
- Minimize the use of irrigation (i.e., use drought tolerant plants)
- Use low-level lighting
- Establish landscape plantings that will attract wildlife
- Include a drinking fountain
- Provide "doggie waste disposal stations" with bag dispenser and trash cans
- Control water runoff with a "natural stream" look
- Install plant materials that may help to reduce road noise
- Provide several benches
- Provide educational signage
- Place trails in the middle to give distance from adjacent residents and the street
- Provide minimal amenities; No benches, drinking fountain, lights, etc.
- Consider the use of Cisterns to collect rainwater
- Plant large size trees
- Do not create an environment for homeless encampments

In addition to the above suggested passive uses of the open space, there have been a few suggestions for more active types of uses. In 2009, the City Council, as a part of the General Plan Update process, determined that the development of the La Paz Open Space would only include passive uses. However, for the record, a few residents have suggested uses that are more active than passive for the project area such as a

community garden, a dog park and/or an exercise course. As these uses may attract users from a “driving distance” to the site, may require the development of a parking lot and could be disturbing to the adjacent residents, they have not been included in the current concept plans.

Attached to this staff report are the three concept plans that have been developed by Richard Fisher Associates for the La Paz Open Space Project. The concept plans can be considered to be three levels of development intensity of the site with different types of amenities. Richard Fisher will present each concept plan and discuss the trail alignments, the grading work, the proposed landscaping and the amenities considered. The City Council is encouraged to comment on each plan for inclusion in the discussion before the Parks and Recreation Commission.

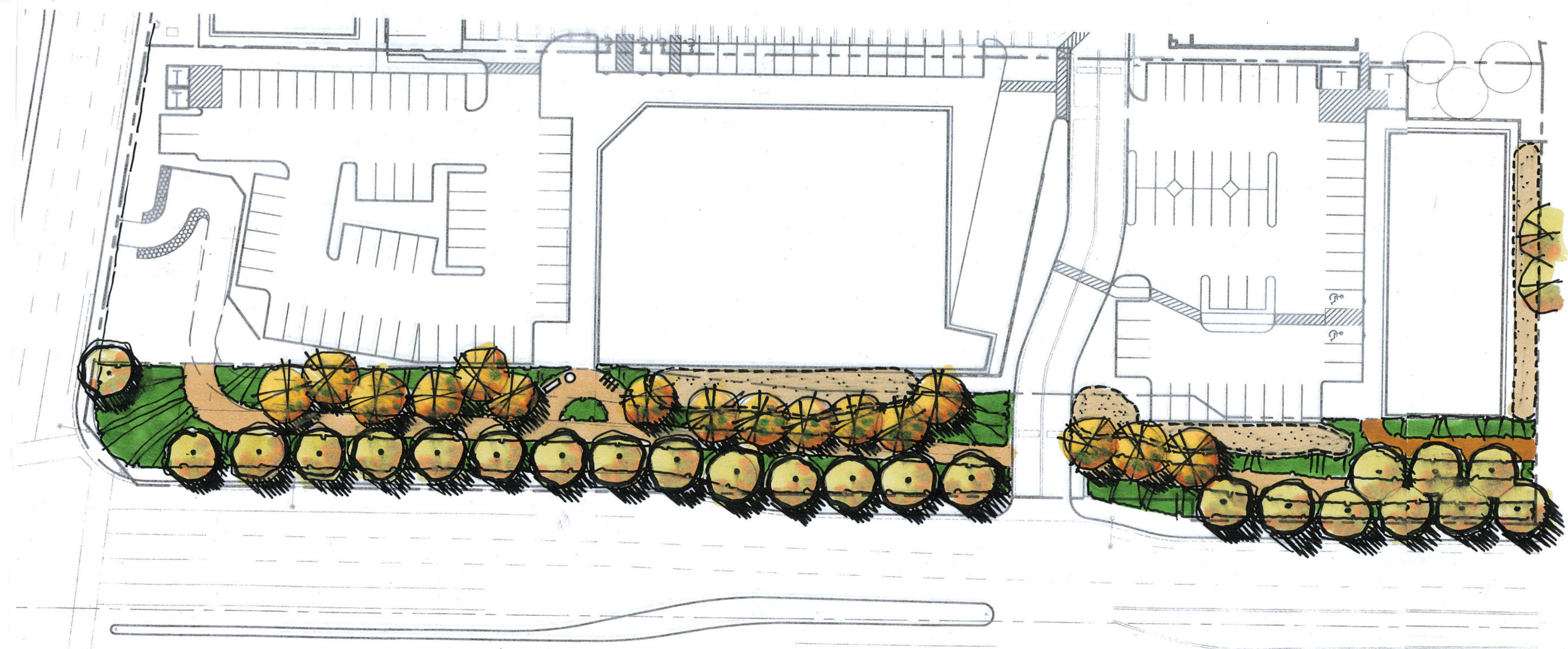
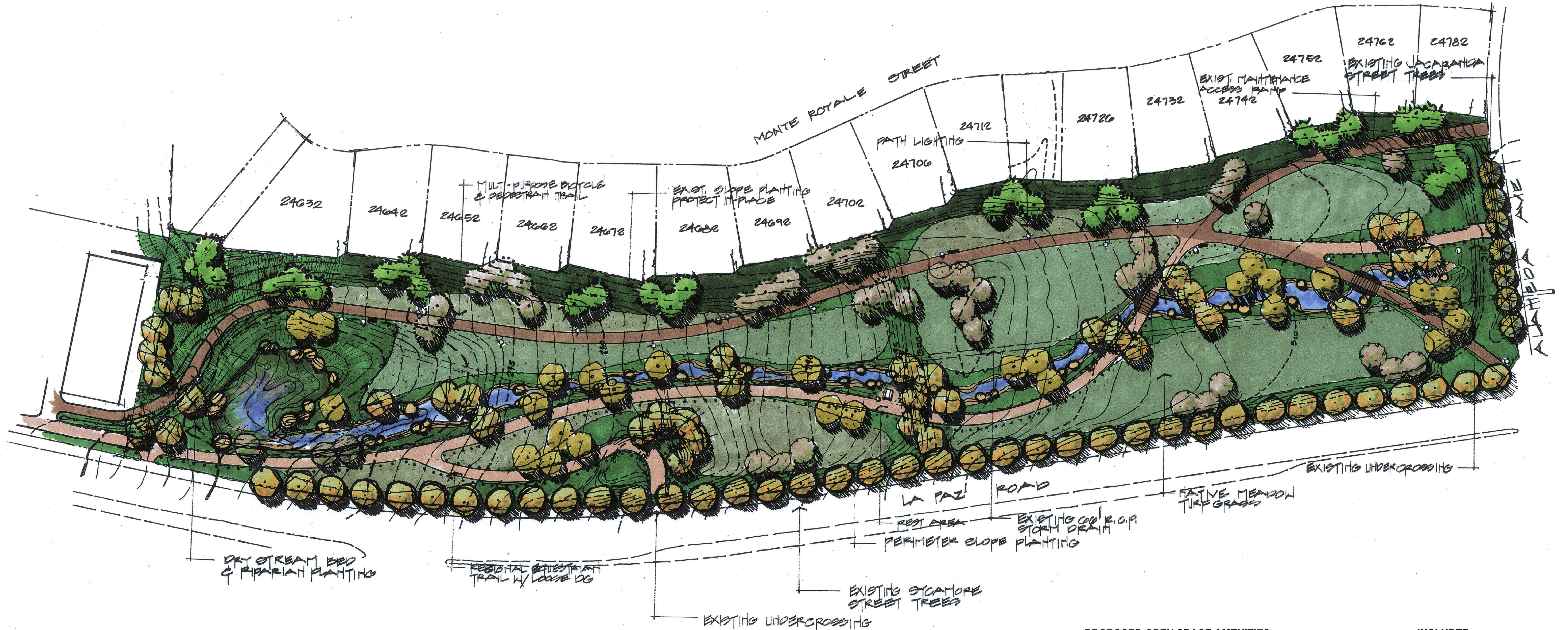
Following the City Council preliminary review of the La Paz Open Space concept plans, the public participation process will continue with a presentation of the concept plans to the Parks and Recreation Commission on February 6, 2013. Residents that participated in the December 19, 2012, public meeting will be invited to this meeting and a repeat notice will be sent to all residents within 300 feet of the site. Following the Parks and Recreation Commission meeting, a “preferred concept plan” will be developed and presented to the City Council for further review and final approval prior to the development of the construction documents.

FISCAL IMPACT:

The construction cost estimates for the various concept plans include the cost of construction management and a 20% contingency. The estimated cost for Concept Plan 1 is \$1,258,000, for Concept Plan 2 is \$1,199,000 and for Concept Plan 3 is \$1,072,000. Funding for this project is included in the Six-year Capital Improvement Program Budget. The project funding resulted from the proceeds of the sale of Parcel 1 of Parcel Map 2009-134 to the adjacent shopping center.

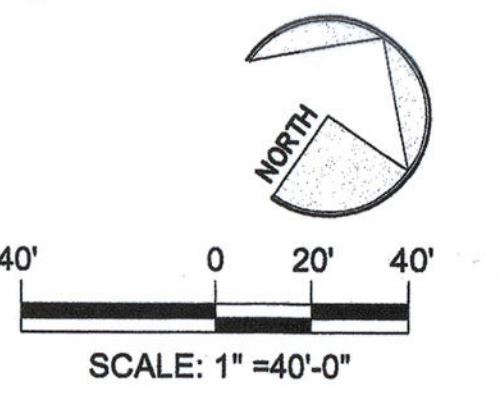
ATTACHMENTS:

- Concept Plan 1
- Concept Plan 2
- Concept Plan 3

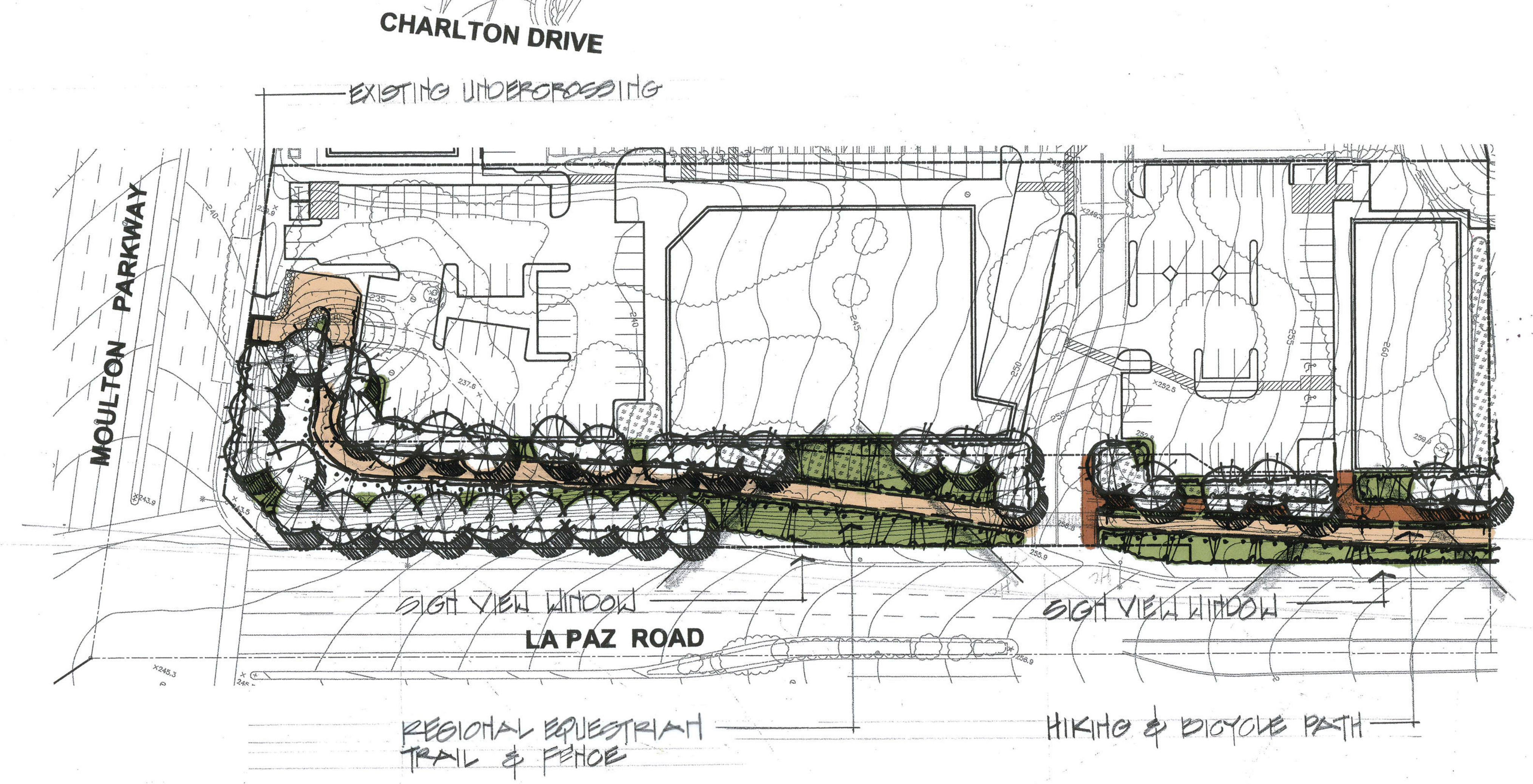
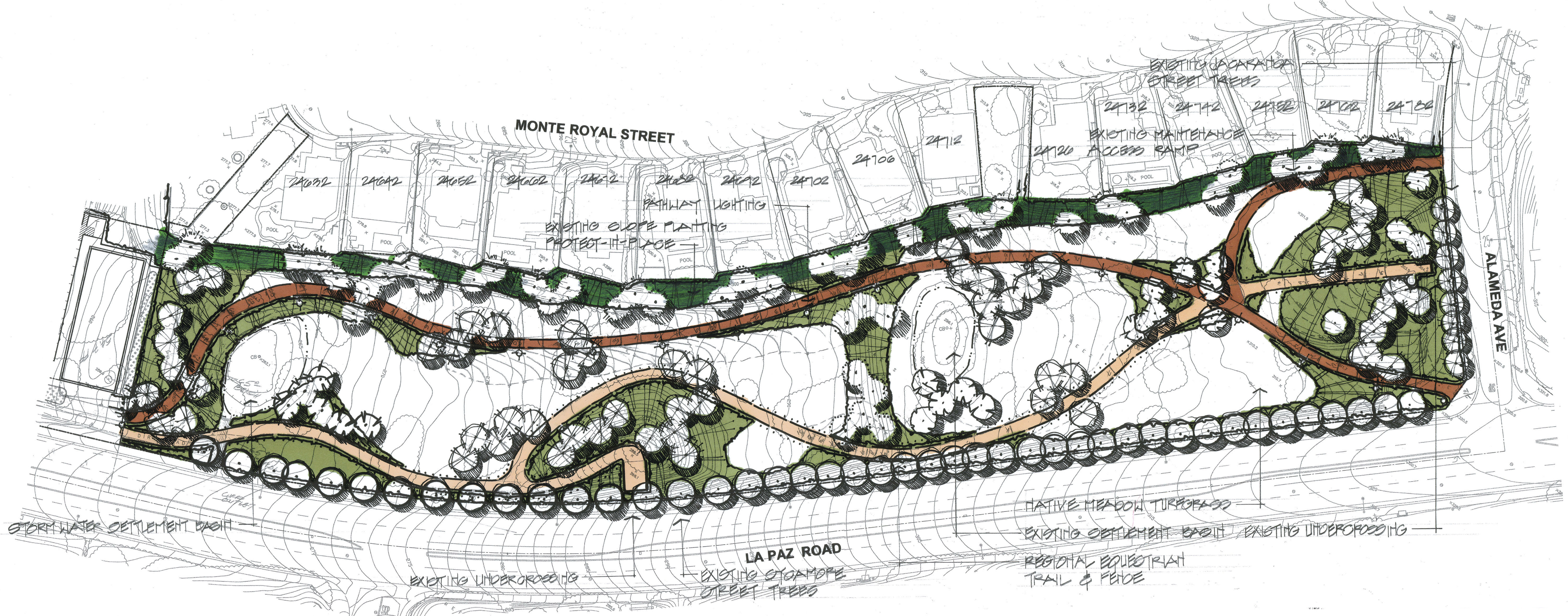


PROPOSED OPEN SPACE AMENITIES

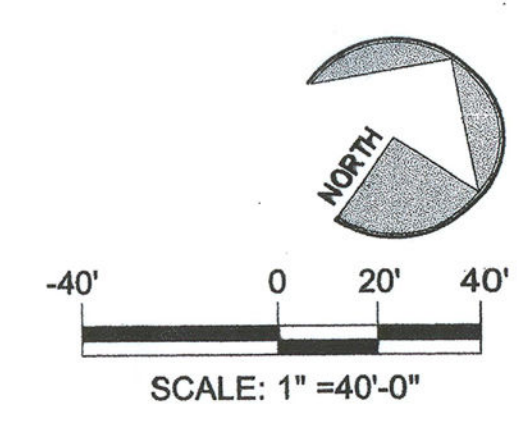
PROPOSED OPEN SPACE AMENITIES	INCLUDED
MULTI-USE PAVED TRAIL	YES
TRAIL BOLLARD LIGHTS	YES
DIRECTIONAL / EDUCATIONAL SIGNAGE	YES
ADA RAMP W/ HANDRAILS	100 LF
NATIVE SOIL EQUESTRIAN TRAIL	YES
EQUESTRIAN FENCING	4,680 LF
HITCHING POST ASSEMBLY	2
STOCK TANK	1
DRY STREAM	YES
FAUX STREAM BRIDGES	2
TRASH RECEPTACLES	5
PICNIC TABLES	1
BENCHES	5
DRINKING FOUNTAINS	2
DOG LITTER BAG DISPENSERS	3



1/22/2013 ITEM NO. 131



PROPOSED OPEN SPACE AMENITIES	INCLUDED
MULTI-USE PAVED TRAIL	YES
TRAIL BOLLARD LIGHTS	YES
DIRECTIONAL / EDUCATIONAL SIGNAGE	YES
ADA RAMP W/ HANDRAILS	100 LF
NATIVE SOIL EQUESTRIAN TRAIL	YES
EQUESTRIAN FENCING	4,420 LF
HITCHING POST ASSEMBLY	1
STOCK TANK	1
DRY STREAM	NO
FAUX STREAM BRIDGES	NO
TRASH RECEPTACLES	5
PICNIC TABLES	NO
BENCHES	NO
DRINKING FOUNTAINS	NO
DOG LITTER BAG DISPENSERS	3



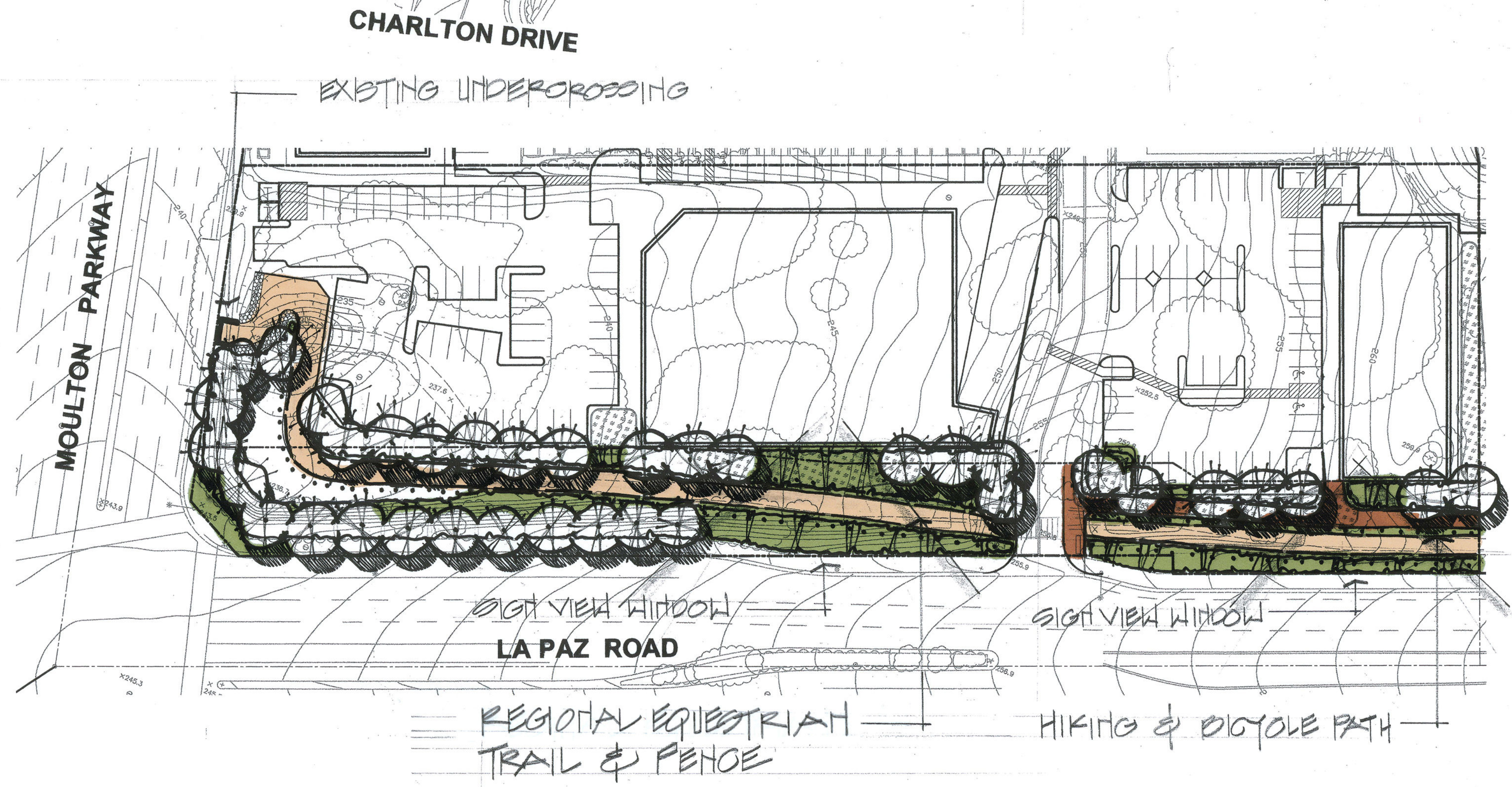
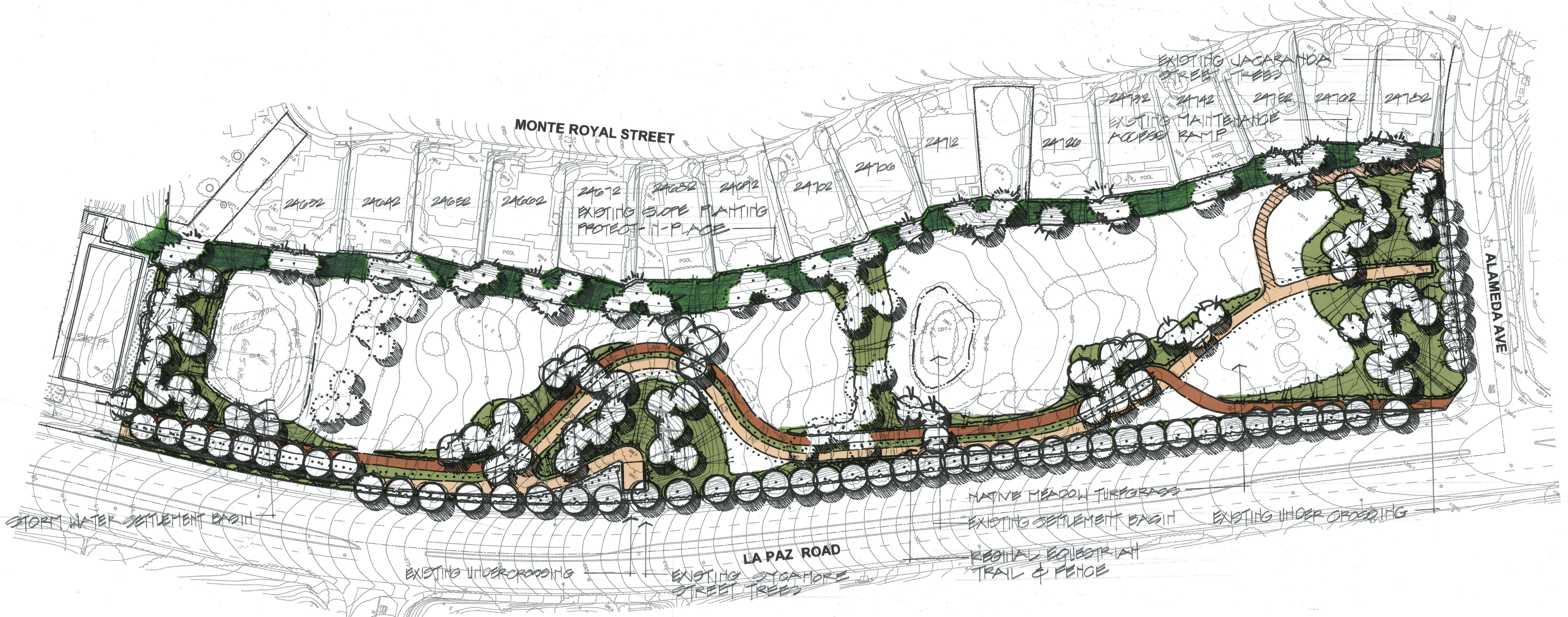
LA PAZ OPEN SPACE
CITY OF LAGUNA HILLS

JANUARY 2013

PRELIMINARY CONCEPT TWO



1/22/2013 ITEM NO 1.31



PROPOSED OPEN SPACE AMENITIES	INCLUDED
MULTI-USE PAVED TRAIL	YES
TRAIL BOLLARD LIGHTS	NO
DIRECTIONAL / EDUCATIONAL SIGNAGE	YES
ADA RAMP W/ HANDRAILS	100 LF
NATIVE SOIL EQUESTRIAN TRAIL	YES
EQUESTRIAN FENCING	4,720 LF
HITCHING POST ASSEMBLY	1
STOCK TANK	1
DRY STREAM	NO
FAUX STREAM BRIDGES	NO
TRASH RECEPTACLES	5
PICNIC TABLES	NO
BENCHES	NO
DRINKING FOUNTAINS	NO
DOG LITTER BAG DISPENSERS	3

