CITY COUNCIL REGULAR MEETING

OCTOBER 23, 2012 7:00 PM

AGENDA

Melody Carruth, Mayor

Joel Lautenschleger, Mayor Pro Tempore
Randal Bressette, Council Member
Barbara Kogerman, 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. 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: MAYOR PRO TEMPORE LAUTENSCHLEGER

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM COMMITTEE CHAIR MIKE BLAND.

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, OCTOBER 9, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE OCTOBER 9, 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 ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 23, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $1,191,724.47.

4.3 CLARIFICATION OF MUNICIPAL CODE FOR TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND TRAFFIC COMMISSION

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 2-28.070 OF THE LAGUNA HILLS MUNICIPAL CODE CONCERNING THE TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND THE TRAFFIC COMMISSION.

4.4 PROGRESS PAYMENT NO. 6 FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 2 AND PROGRESS PAYMENT NO. 6, IN THE NET AMOUNT OF $32,217.41, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164.

4.5 PROGRESS PAYMENT NO. 3 FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF $250,764.87, TO ALL AMERICAN ASPHALT, FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H AND AUTHORIZE A TASK ORDER TO WILLDAN FOR SURVEY MONUMENT PRESERVATION.

4.6 CITY COUNCIL AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A JOINT PARKING COVENANT AND AGREEMENT BETWEEN MOULDY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND THE CITY OF LAGUNA HILLS, FOR PROPERTY LOCATED AT 25202-25352 CABOT ROAD (CABOT TOWN CENTER).

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE JOINT PARKING COVENANT AND AGREEMENT BETWEEN MOULDY, LLC, AND THE CITY OF LAGUNA HILLS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

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, OCTOBER 9, 2012

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE OCTOBER 9, 2012, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 MINOR SITE DEVELOPMENT PERMIT/PARKING USE PERMIT NO. 9-12-2372, A REQUEST BY WBSA ARCHITECTS INC., ON BEHALF OF SADDLEBACK MEMORIAL MEDICAL CENTER, A CALIFORNIA NON-PROFIT CORPORATION, FOR A JOINT USE PARKING PERMIT TO ESTABLISH OFF-SITE STAFF PARKING FOR USE BY MEMORIAL CARE CANCER TREATMENT CENTER, WHICH PLANS TO OCCUPY THE EXISTING BUILDING AT 24302 PASEO DE VALENCIA, AND FOR A MINOR SITE DEVELOPMENT PERMIT FOR A 3,160 SQUARE FOOT BUILDING ADDITION AND MINOR SITE IMPROVEMENTS

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED, "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING MINOR SITE DEVELOPMENT PERMIT/PARKING USE PERMIT NO. 9-12-2372, A REQUEST BY WBSA ARCHITECTS INC., ON BEHALF OF SADDLEBACK MEMORIAL MEDICAL CENTER, A CALIFORNIA NON-PROFIT CORPORATION, FOR A JOINT USE PARKING PERMIT TO ESTABLISH OFF-SITE STAFF PARKING FOR USE BY MEMORIAL CARE CANCER TREATMENT CENTER, WHICH PLANS TO OCCUPY THE EXISTING BUILDING AT 24302 PASEO DE VALENCIA, AND FOR A MINOR SITE DEVELOPMENT PERMIT FOR A 3,160 SQUARE FOOT BUILDING ADDITION AND MINOR SITE IMPROVEMENTS."

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.2 City Attorney

7.2.1 APPOINTMENT OF LABOR NEGOTIATOR

RECOMMENDATION: THAT THE CITY COUNCIL SELECT AND APPOINT A DESIGNATED REPRESENTATIVE FOR PURPOSES OF CONDUCTING LABOR NEGOTIATIONS WITH THE CITY MANAGER, AN UNREPRESENTED EMPLOYEE.

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

Pursuant to Government Code Section 54957.6(a)
City Designated Representative: Bruce Channing, City Manager and
Don White, Assistant City Manager
Employee Organization: Laguna Hills City Employees Association
City Employee Organization

10.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

10.3 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: John Goss, Labor Representative
Unrepresented Employee: City Manager
Under Negotiation: Terms and Conditions of Employment

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 November 13, 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 October 19, 2012, at 5:00PM.

Peggy J. Johns

PEGGY J. JOHNS, CITY CLERK

October 19, 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, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
OCTOBER 09, 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, 24305 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

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG.

1.2 EL TORO WATER DISTRICT PRESENTATION REGARDING RECYCLED WATER EXPANSION PROJECT

THE CITY COUNCIL RECEIVED A PRESENTATION FROM THE EL TORO WATER DISTRICT REGARDING THEIR RECYCLED WATER EXPANSION PROJECT.

2. PUBLIC COMMENTS

<u>ORANGE COUNTY FIRE AUTHORITY</u>

Orange County Fire Authority Chief, Bryan Brice, gave a report on the Orange County Fire Authority Residential Cooking Fire Safety Campaign and the Farmers Insurance Outreach Program.

<u>JOHNSON CONTROLS</u>

Ralph Tyrell, San Diego, representative of Johnson Controls, a construction firm with the ability to design, build, own, operate, and maintain infrastructure, spoke about the company.

LANDSCAPE ON TOCALOMA COURT

Karen Nickels, Laguna Hills, indicated she had concerns regarding the irrigation system, large eucalyptus tree, and landscaping on Tocaloma Court.

Public Services Director Rosenfield indicated he would check on Ms. Nickels concerns.

MUNICIPAL ELECTION

Andrew Blount, Laguna Hills, spoke on the issue of missing or destroyed campaign signs.

MUNICIPAL ELECTION

AJ Djowharzadeh, Laguna Hills, spoke on the issue of missing campaign signs.

3. MINUTES

3.1 REGULAR MEETING, SEPTEMBER 25, 2012

MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 25, 2012, REGULAR MEETING, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 5-0.

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER SONGSTAD.
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 ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 9, 2012

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF $539,565.43.

4.3 AMENDMENT NO. 15 TO AGREEMENT NO. C-95-978 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR COMBINED TRANSPORTATION FUNDING PROGRAMS PROJECT

THE CITY COUNCIL APPROVED AMENDMENT NO. 15 TO AGREEMENT NO. C-95-978 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR COMBINED TRANSPORTATION FUNDING PROGRAMS PROJECT, AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZED THE CITY CLERK TO ATTEST THERETO.

4.4 AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH STV INCORPORATED FOR THE ENVIRONMENTAL CLEARANCE AND DESIGN OF THE WIDENING OF PASEO DE VALENCIA, CIP NO. 145A

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH STV INCORPORATED, AUTHORIZED THE MAYOR TO SIGN AND AUTHORIZED THE CITY CLERK TO ATTEST THERETO.

4.5 MEMORANDUM OF UNDERSTANDING NO. C-2-1592 BY AND BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITIES OF IRVINE, LAGUNA HILLS, LAGUNA WOODS, LAKE FOREST AND COUNTY OF ORANGE FOR AMENDMENT OF THE MASTER PLAN OF ARTERIAL HIGHWAYS

THE CITY COUNCIL APPROVED MEMORANDUM OF UNDERSTANDING NO. C-2-1592 BY AND BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITIES OF IRVINE, LAGUNA HILLS, LAGUNA WOODS, LAKE FOREST AND COUNTY OF ORANGE FOR AMENDMENT OF THE MASTER PLAN OF ARTERIAL HIGHWAYS AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING.

4.6 PROGRESS PAYMENT NO. 3, FINAL, FOR TURF RENOVATION LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 3, FINAL, IN THE NET AMOUNT OF $1,620.00, TO CSA HOLDINGS INC., DBA SPORTS FIELD INSTALLATION SPORTS FIELD SERVICES, FOR TURF RENOVATION LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238, AND AUTHORIZED THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

4.7 PROGRESS PAYMENT NO. 18 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 18, IN THE NET AMOUNT OF $280,167.44, AND CONTRACT CHANGE ORDER NO. 6 TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT

I-5 IMPROVEMENT PROJECT, CIP NO. 159.

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 7:49 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, SEPTEMBER 25, 2012

MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 25, 2012, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/VICE CHAIR LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 MINOR SITE DEVELOPMENT PERMIT/PARKING USE PERMIT NO. 9-12-2372, A REQUEST BY WBSA ARCHITECTS INC., ON BEHALF OF SADDLEBACK MEMORIAL MEDICAL CENTER, A CALIFORNIA NON-PROFIT CORPORATION, FOR A JOINT USE PARKING PERMIT TO ESTABLISH OFF-SITE STAFF PARKING FOR USE BY MEMORIAL CARE CANCER TREATMENT CENTER, WHICH PLANS TO OCCUPY THE EXISTING BUILDING AT 24302 PASEO DE VALENCIA, AND FOR A MINOR SITE DEVELOPMENT PERMIT FOR A 3,160 SQUARE FOOT BUILDING ADDITION AND MINOR SITE IMPROVEMENTS

THE PLANNING AGENCY CONTINUED THIS ITEM TO THE OCTOBER 23, 2012, PLANNING AGENCY MEETING.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:50 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Assistant City Manager

7.2.1 LABOR NEGOTIATIONS PROCESS

THE CITY COUNCIL RECEIVED AND FILED THE REPORT, BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A 5-0 VOTE.

7.3 City Clerk

7.3.1 CLARIFICATION OF MUNICIPAL CODE FOR TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND TRAFFIC COMMISSION

THE CITY COUNCIL INTRODUCED AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 2-28.070 OF THE LAGUNA HILLS MUNICIPAL CODE CONCERNING THE TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND THE TRAFFIC COMMISSION, BY M/COUNCIL MEMBER SONGSTAD, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.
APPROVED BY A VOTE OF 3-2, (COUNCIL MEMBERS BRESSETTE AND KOGERMAN VOTING NO).

7.4 Public Services Director/City Engineer

7.4.1 EQUESTRIAN TRAIL CROSSING EVALUATION

Bonnie Adams, Laguna Hills, spoke on the Equestrian Trail Crossing Evaluation.

David Hauser, representative of Lighting Systems, presented a video and spoke on the Equestrian Trail Crossing Evaluation.

Paul Buller, Laguna Hills, spoke on the Equestrian Trail Crossing Evaluation.

THE CITY COUNCIL APPROVED:

(1) THE ADDITION OF SIGNAGE AND STRIPING AS DEPICTED IN THE VICINITY MAPS INCLUDED IN THE STAFF REPORT AT THE EQUESTRIAN TRAIL CROSSINGS OF NELLIE GAIL ROAD EAST OF LOST COLT DRIVE AND NOTTINGHAM COURT SOUTH OF OSO PARKWAY;

(2) IMPLEMENTATION OF ADDITIONAL TRAFFIC SPEED ENFORCEMENT WITH A REVIEW OF TRAFFIC CONDITIONS IN SIX MONTHS;

(3) REFER THE ESTABLISHMENT OF AN EQUESTRIAN AD HOC COMMITTEE TO THE DISCRETION OF THE CITY ENGINEER AND THE CITY MANAGER FOR THE COMMITTEE TO EVALUATE AND PRIORITIZE THE EQUESTRIAN TRAIL CROSSING LOCATIONS IN THE COMMUNITY;

(4) DIRECTED STAFF, AT TWO PILOT STUDY EQUESTRIAN TRAIL CROSSING LOCATIONS, TO ADD FLASHING LIGHTS TO THE ADVANCE EQUESTRIAN WARNING SIGN, TO BE ACTIVATED BY THE EQUESTRIAN RIDER ON THE TRAIL, AND CONSIDER ADDING VERBIAGE SUCH AS "YIELD WHEN LIGHTS FLASHING" TO THIS SIGN. THEN DIRECT THE AD HOC COMMITTEE TO EVALUATE THIS INSTALLATION AND RETURN THE MATTER TO THE CITY COUNCIL FOR FURTHER REVIEW. THE TWO EQUESTRIAN TRAIL CROSSING LOCATIONS ARE TO BE SELECTED BY STAFF FOLLOWING CONSULTATION WITH THE AD HOC COMMITTEE; AND

(5) IN THE NEXT BIENNIAL BUDGET PROCESS, INCLUDE A DISCUSSION OF THE COST AND TYPES OF DIFFERENT WARNING LIGHTS THAT MAY BE CONSIDERED FOR USE AT EQUESTRIAN TRAIL CROSSINGS, BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.

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

There were no matters agendized and presented by City Council Members.

9. CITY COUNCIL MEMBER COMMENTS

MAYOR CARRUTH

Mayor Carruth indicated there were issues with the City's website and the public had not been able to view the City's Agenda.

Deputy City Manager Reynolds apologized for the problems the City had with the webserver and indicated the City was in the process of isolating the problem.

COUNCIL MEMBER KOGERMAN

Council Member Kogerman suggested placing the Dark Horse Committee report under Presentations and Proclamations on the Agenda.

MAYOR PRO TEMPORE LAUTENSCHLEGER

Mayor Pro Tempore Lautenschleger reported on his attendance at the Orange County Council of Government meeting, and the Southern California Association of Governments held in Los Angeles.

10. CLOSED SESSION

Mayor Carruth recessed the meeting into Closed Session at 9:21 PM.

10.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

10.2 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6(a)
City Designated Representative: Bruce Channing, City Manager, and
Don White, Assistant City Manager
Employee Organization: Laguna Hills City Employees Association
City Employee Organization

Mayor Carruth reconvened the meeting at 10:28 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
City Council Meeting Agenda
Staff Report

DATE:	**OCTOBER 23, 2012**
TO:	**MAYOR AND COUNCIL MEMBERS**
FROM:	**DONALD J. WHITE, ASSISTANT CITY MANAGER**
ISSUE:	**APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 23, 2012.**

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF $1,191,724.47.

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

10-18-12
DATE

FISCAL IMPACT:

The warrant register total is $1,191,724.47.

ATTACHMENTS:

1. **Warrant Register**

CITY OF LAGUNA HILLS
WARRANT REGISTER
October 23, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:			
ALICEA, MIA	*Contract Instructor Fee, Dancing Fall Session, Community Services*	8804157	$ 665.00
AT&T MOBILITY	*Wireless Service, Sep '12*	8804159	60.92
AU-YEUNG, MELISSA	*Travel Reimbursement, Administrative Services, Sep '12*	8804161	202.70
BANK OF AMERICA	*Departmental Operating Expenditures, Sep '12*	8804162	10,496.99
BUILD A FORT VOLUNTEEN	*C. Panichi, Community Services, Aug '12*	8804166	75.00
BUILD A FORT VOLUNTEEN	*G. Thoe, Community Services, Aug '12*	8804167	75.00
BUILD A FORT VOLUNTEEN	*K. Panichi, Community Services, Aug '12*	8804168	75.00
BUILD A FORT VOLUNTEEN	*J. Sichley, Community Services, Aug '12*	8804169	75.00
CARLSEN, SANDY	*Mileage Reimbursement, City Clerk, Jul - Sep '12*	8804139	36.63
CDW GOVERNMENT, INC.	*Computer Supplies, Administrative Services, Sep '12*	8804175	62.34
CHANNING, BRUCE	*Travel Reimbursement, Administrative Services, Sep '12*	8804140	167.60
CHANTARANGSU, DAVID	*Travel Reimbursement, Community Development, Sep '12*	8804141	225.00
CHEVRON	*Vehicle Fuel, Sep '12*	8804142-146	2,249.48
COX COMMUNICATION	*Communication Expense, Traffic Control, Jul - Sep '12*	8804147	370.33
CSMFO	*Employee Training, Administrative Services, Nov '12*	8804178	115.00
CYBERSOURCE CORPORATION	*eCommerce Payment Gateway Service, Online Permits, Community Development, Sep '12*	8804179	29.00
HSBC BUSINESS SOLUTIONS	*Program Supplies, Community Services, Sep '12*	8804191	36.93
HYDROPOINT DATA SYSTEMS, INC.	*Subscription, Smart Irrigation Program Solutions, Parks, FY 12/13*	8804148	120.00
JAVED, HUMZA	*Mileage Reimbursement, Public Works, Sep '12*	8804194	36.63
MOULTON NIGUEL WATER DISTRICT	*Water Usage, Parks, Aug - Sep '12*	8804200	32,330.40
MULHOLLAND, SHEENA	*Refund, Duplicate Payment*	8804201	236.69
OCCMA	*Meeting Expense, Administrative Services, Oct '12*	8804149	70.00
ORANGE COAST BUILDING SERVICES	*Refund, Permit Fees, CR# 43446*	8804150	1,284.95
OWINGS, JIM	*Refund, Pool Bond, CR# 44225*	8804209	500.00
PLAY-WELL TEKNOLOGIES	*Contract Instructor Fee, Lego Creations Summer Session, Community Services*	8804210	3,268.30

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
REFUND, COMMUNITY SVCS PROGRAM	*N. Moussavian, V# 2002549.002*	8804151	38.00
REFUND, FACILITY RENTAL DEPOSIT	*R. Prado, V# 2002565.002*	8804213	500.00
REFUND, FACILITY RENTAL DEPOSIT	*M. Munoz De Lopez, V# 2002554.002*	8804214	500.00
REFUND, FACILITY RENTAL DEPOSIT	*The Estate Services Group, V# 2002564.002*	8804215	250.00
REFUND, FACILITY RENTAL DEPOSIT	*National Guardian Network, V# 2002551.002*	8804216	250.00
REFUND, FACILITY RENTAL DEPOSIT	*S. Wong, V# 2002552.002*	8804217	250.00
REYES, JANICE MATEO	*Travel Reimbursement, Administrative Services, Sep '12*	8804218	234.40
REYES, JANICE MATEO	*Petty Cash Replenishment, Departmental Operating Expenditures, Oct '12*	8804219	670.80
REYNOLDS, DAVID	*Petty Cash Replenishment, Community Services, Oct '12*	8804152	261.07
SAN DIEGO GAS & ELECTRIC	*Electric Usage, Street Lights, Sep '12*	8804222	12,435.25
SMART & FINAL	*Program Supplies, Community Services, Sep '12*	8804225	116.15
SOUTHERN CALIFORNIA EDISON	*Electric Usage, Street Lights and Traffic Control, Sep '12*	8804153	1,028.44
SOUTHERN CALIFORNIA EDISON	*Electric Usage, Street Lights and Traffic Control, Sep '12*	8804228	8,844.01
SOUTHERN CALIFORNIA EDISON CO.	*Traffic Light Equipment*	8804154	172.00
STATE TREASURER'S OFFICE	*Meeting Expense, Administrative Services, Nov '12*	8804232	200.00
TARGET STORES	*Program Supplies, Community Services, Aug - Sep '12*	8804155	168.07
WELLS FARGO FINANCIAL LEASING	*Lease - Copier, Community Center, Nov '12*	8804235	571.60
WL BUTLER	*Refund, C&D Deposit, CR# 44861*	8804156	1,575.00
	Total Prepaid Warrants:		**$ 80,929.68**
REGULAR WARRANTS:			
ALL AMERICAN ASPHALT	*Progress Payment #3, Annual Street Maintenance CIP # 101-H*	8804158	$ 250,764.87
ATHALYE CONSULTING ENGINEERING	*Professional Fees, Permit Inspections and La Paz Widening @ I-5 CIP # 159*	8804160	32,095.75
BEE MAN, THE	*Bee Removal, Parks, Sep '12*	8804163	445.00
BRAME, MARILYN	*Contract Instructor Fee, Drawing Fall Session, Community Services*	8804164	392.00
BSN SPORTS	*Program Supplies, Community Services, Sep '12*	8804165	1,959.74

CITY OF LAGUNA HILLS
WARRANT REGISTER
October 23, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
C&D ELECTRIC, INC.	*Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12, Lighting Repairs*	8804170	658.46
C2 REPROGRAPHICS	*Document Reproduction Services, Paseo de Valencia Widening CIP # 145*	8804171	462.52
CA-HI-NV DISTRICT EXCHANGE	*Meeting Expense, Jan '13*	8804172	40.00
CALIFORNIA OFFICE SYSTEMS	*Usage - Copier, City Hall and Community Center, Sep '12*	8804173	571.18
CARL WARREN & COMPANY	*Processing Fee, Small Claims, Feb - Sep '12*	8804174	3,105.87
COMMUNITY BANK	*Retention Deposit, All American Asphalt, Progress Payment # 3, Annual Street Maintenance CIP # 101-H*	8804176	27,862.76
COMPLETE OFFICE OF CALIFORNIA	*Office Supplies, Community Center, Sep '12*	8804177	228.60
DALEY & HEFT, LLP	*Professional Fees, Legal Services, Aug '12*	8804180	307.00
DELL COMPUTER CORPORATION	*Computer Hardware, Administrative Services, Sep '12*	8804181	1,162.47
DLR GROUP	*Professional Fees, Administrative Services, Aug '12*	8804182	1,800.00
ECONOMICS, INC.	*Professional Fees, Recycling Program, Sep '12*	8804183	2,236.67
FAUBEL PUBLIC AFFAIRS	*Professional Fees, Combined Issue, City Views/Community Services Winter 2012 Activity Guide*	8804184	262.50
HARRINGTON GEOTECH ENGINEERING	*Professional Fees, Annual Street Maintenance CIP # 101-H*	8804186	2,185.00
HARTZOG & CRABILL, INC.	*Professional Fees, Traffic Signal Improvement Coordination CIP # 168*	8804187	1,448.00
HEART OF GOLD FOUNDATION, INC.	*Contract Instructor Fee, Cooking Class Fall Session, Community Services*	8804188	168.00
HILLCREST CONTRACTING	*Progress Payment #6, El Toro Rd @ Carlota Street Improvements CIP # 164*	8804189	32,217.41
HINDERLITER, DE LLAMAS & ASSOC.	*Professional Fees, Sales Tax Audit 3rd Qtr '12 and Recovery Fee 1st Qtr '12*	8804190	2,788.30
IGI'S LANDSCAPE SERVICES	*Professional Services, Weed Abatement, Sep '12*	8804192	8,840.14
JAMEY CLARK, INC.	*Miscellaneous Park Repairs, Janitorial Services, Graffiti Removal and Safety Inspections, Sep - Oct '12*	8804193	7,408.07
LUCY, STEVEN	*Program Expense, Community Services, Oct '12*	8804196	650.00
MIGLIACCIO, JENNIFER	*Contract Instructor Fee, Early Childhood Fall Session, Community Services*	8804197	4,462.50
MOBILE FIRE EXTINGUISHER, INC.	*Fire Extinguisher Maintenance, City Hall, Oct '12*	8804198	75.00
MOSS, LEVY & HARTZHEIM LLP	*Professional Fees, FY 11/12 Financial Audit Services, Sep '12*	8804199	10,000.00
MUSIC MOVES ACADEMY, INC.	*Contract Instructor Fee, Music Classes Fall Session, Community Services*	8804202	1,624.00

CITY OF LAGUNA HILLS
WARRANT REGISTER
October 23, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
NIEVES LANDSCAPE, INC.	*Monthly Maintenance and Other Assorted Landscape Services, Sep - Oct '12*	8804203	75,614.41
OFFICE SOLUTIONS	*Office and Operating Supplies, Sep - Oct '12*	8804205	650.51
ORANGE COUNTY FIRE AUTHORITY	*Remittance, Fire Fees Collected, Sep '12*	8804206	3,012.00
ORANGE COUNTY REGISTER	*Subscription, City Hall, 10/22/12 - 12/17/12*	8804207	72.41
ORANGE COUNTY REGISTER-FREEDOM	*Legal Advertising, City Clerk, Sep '12*	8804208	368.77
ORANGE COUNTY TREASURER	*Law Enforcement Services, Oct '12*	8804195	552,764.00
ORANGE COUNTY TREASURER	*Road Maintenance, Jul - Aug '12*	8804220	65,739.45
PRICE, LEAANNE	*Referee Fees, Volleyball, Community Services*	8804211	72.00
QUIKSILVER COURIER	*Delivery Service, Sep '12*	8804212	59.28
RPW SERVICES, INC.	*Rodent Control, Parks, Sep '12*	8804221	1,560.00
SAN DIEGO SCALE COMPANY, INC.	*Equipment, Police Services, Oct '12, JAG ARRA Grant*	8804223	258.60
SHARPS COMPLIANCE, INC.	*Hazardous Waste Containers, Recycling Program, Sep '12*	8804224	671.33
SOCAL OFFICE TECHNOLOGIES	*Printer, Maintenance and Supplies, Oct '12*	8804226	546.20
SOUTH COAST WATERS	*Facility Maintenance, Water Feature, Community Center, Oct '12*	8804227	475.00
SPARKLETTS	*Operating Supplies, Community Services, Sep '12*	8804229	61.97
STANDARD TEL NETWORKS, LLC	*Maintenance, Phone System, Community Center, Sep '12*	8804230	420.00
STAPLETON, VIVIAN	*Contract Instructor Fee, Early Childhood Music Summer Session, Community Services*	8804231	168.00
STV INCORPORATED	*Professional Fees, Paseo de Valencia Widening CIP # 145*	8804233	6,597.52
TYLER TECHNOLOGIES, INC.	*Annual Software Maintenance, 10/01/12 - 09/30/13*	8804234	4,077.15
WEST COAST ARBORISTS, INC.	*Tree Planting, Urban Reforestation, CIP # 320*	8804236	550.00
WHITE NELSON DIEHL EVANS LLP	*Training Expense, Administrative Services, Dec '12*	8804237	275.00
XEROX CORPORATION	*Usage - Copier, City Hall, Sep '12*	8804238	559.38
	Total Regular Warrants:		**$ 1,110,794.79**
	*****WARRANT REGISTER TOTAL*****		**$ 1,191,724.47**

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: OCTOBER 23, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: CLARIFICATION OF MUNICIPAL CODE FOR TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND TRAFFIC COMMISSION

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 2-28.070 OF THE LAGUNA HILLS MUNICIPAL CODE CONCERNING THE TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND THE TRAFFIC COMMISSION.

SUMMARY:

The terms of office for the Parks and Recreation Commission and the Traffic Commission were amended by Resolution in 2005, from two years to four years, and the frequency of meetings also changed from monthly to bi-monthly at that same time. The City's Municipal Code Section 2-28.070 needs to be amended to conform with the change in terms of office for the Parks and Recreation and Traffic Commission.

The City Council introduced an Ordinance at their October 9, 2012, meeting in order to make that change to the Laguna Hills Municipal Code. It is in order to adopt the Ordinance.

ATTACHMENTS:

- Ordinance

ORDINANCE NO. 2012-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 2-28.070 OF THE LAGUNA HILLS MUNICIPAL CODE CONCERNING THE TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND THE TRAFFIC COMMISSION

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 2-28.070 of the Laguna Hills Municipal Code is hereby amended to read as follows:

> "The term of each board or commission member shall be four years, with staggered terms, and expire on January 31$^{st.}$ When a commissioner's term expires, reappointment is not automatic."

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 23rd day of October 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 Ordinance No. 2012- was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 9TH day of October 2012, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 23rd day of October 2012, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

____
PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2012- , being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 2-28.070 OF THE LAGUNA HILLS MUNICIPAL CODE CONCERNING THE TERMS OF OFFICE FOR THE PARKS AND RECREATION COMMISSION AND THE TRAFFIC COMMISSION

on the 2nd day of November 2012, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 24th day of October 2012, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

____
PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: OCTOBER 23, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
PUBLIC SERVICES DIRECTOR/CITY ENGINEER

ISSUE: PROGRESS PAYMENT NO. 6 FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 2 AND PROGRESS PAYMENT NO. 6, IN THE NET AMOUNT OF $32,217.41, TO HILLCREST CONTRACTING, INC., FOR THE 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 May included traffic control, a Storm Water Pollution Prevention Plan, traffic signal modifications, and additional miscellaneous work. The project has been substantially completed. The contractor has submitted the sixth 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-percent (10%) retention is withheld from each payment to assure final performance of the work. The contractor for the project, Hillcrest Contracting, Inc., has submitted the sixth progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	$	AMOUNT
2	Traffic Control	.10	LS	$ 7,500.00	$ 750.00
3	SWPPP	.10	LS	$ 1,680.00	$ 168.00

23	Traffic Signal Mod/PDV	.08	LS	$ 88,200.00	$ 7,056.00
24	Traffic Signal Mod	.08	LS	$222,600.00	$17,808.00

<u>Contract Change Order No. 2</u>

C02-01	Raised Median Curb	1	LS	$ 4,400.00	$ 4,400.00
C02-02	Fill Median Islands	1	LS	$ 2,725.50	$ 2,725.50
C02-03	Detector Loops	1	LS	$ 994.62	$ 994.62
C02-04	Traffic Control	1	LS	$ 1,575.00	$ 1,575.00
C02-05	Supervision	1	LS	$ 1,470.00	$ 1,470.00
C02-06	Credit for deletion of sign	1	LS	($ 1,150.00	($ 1,150.00)

Total To Date	$792,746.94	
Less Prior Billing	$756,949.82	
Total This Period	$ 35,797.12	$ 35,797.12
Less 10% Retention		$ (3,579.71)
		$ 32,217.41

<u>CONTRACT CHANGE ORDER</u>

Attached, for approval, is proposed Contract Change Order No. 2 for miscellaneous work in the net amount of $10,015.12. The work is necessary to complete several minor details and to document a credit for work not performed.

FISCAL IMPACT:

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

ATTACHMENTS:

- Contract Change Order No. 2

CITY OF LAGUNA HILLS
CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO. 2 SHEET 1 OF 2 SHEETS

PROJECT: Avenida de la Carlota Widening Project, CIP No. 164

CONTRACTOR: Hillcrest Contracting, Inc.

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment is actually used and no allowance will be made for idle time.

Change requested by City Engineer

---

1. Add raised median curb at three locations around new Signage per plan, Agreed Price	Lump Sum	$ 4,400.00
2. Fill median islands with sand and 4" PCC as directed, Agreed Price	Lump Sum	$ 2,725.50
3. Add three detector loops and all connections on El Toro Road as directed, Agreed Price	Lump Sum	$ 994.62
4. Traffic Control for above listed work items. Allowance = 2.5 days at $630/day		$ 1,575.00
5. Supervision for above listed work items, Agreed Price		$ 1,470.00
6. Credit for deletion of removal of Chevron signage At STA 20+40±, Agreed Price		< $ 1,150.00>
7. Miscellaneous Work per extra work tickets 45416, 42607, 42608, & 42609, Time and Materials		$ 1,890.88
	TOTAL INCREASE	$11,906.00

Increase $11,906.00 Decrease $______

By reason of this order the time of completion will be adjusted as follows:

Add 0 Working Days

CONTRACT CHANGE ORDER NO. 2 SHEET 2 OF 2 SHEETS

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other, work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

SUMMARY OF CONTRACT TIME

Original Contract Date: (Notice to Proceed)	10/17/11
Original Contract Time:	70 work days
Original Completion Date:	2/24/12
Time Extension this C.O.:	0 work days
Time Extension Other:	27 work days
Revised Contract Time:	97 work days
Revised Final Completion Due Date:	4/3/12
Time Subject to Liquidated Damages:	N/A
Actual Final Completion Date: (Substantial Completion)	3/23/12

Original Contract Price	$716,925.00
Prev. Authorized Changes	$111,146.82
This Change (Add)	$ 11,906.00
Amended Contract Price	$839,977.82

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.

Approved by: Accepted by:

Director of Public Services Date Contractor Date

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: OCTOBER 23, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFIELD
PUBLIC SERVICES DIRECTOR/CITY ENGINEER

ISSUE: PROGRESS PAYMENT NO. 3 FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 3, IN THE NET AMOUNT OF $250,764.87, TO ALL AMERICAN ASPHALT, FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H AND AUTHORIZE A TASK ORDER TO WILLDAN FOR SURVEY MONUMENT PRESERVATION.

SUMMARY:

Work on the Citywide Pavement Rehabilitation Project, CIP No. 101-H, began on July 16, 2012, and is being performed by All American Asphalt. Work performed in September included clearing and grubbing, asphalt concrete overlay, utility adjustments, driveway removal and replacement, and curb and gutter replacement. 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-percent (10%) retention is withheld from each payment to assure final performance of the work. The contractor for the project, All American Asphalt, has submitted the third progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	$	AMOUNT
1	Clearing & Grubbing	.10	LS	$27,000.00	$ 2,700.00
4	0.125' AC Overlay	2,196.39	TN	$ 76.00	$166,925.64

5	Adjust Manhole	176	EA	$	285.00	$ 50,160.00
6	Adjust Water Valve	239	EA	$	250.00	$ 59,750.00
7	R&R 4" PCC Sidewalk	(630.29)	SF	$	5.10	($ 3,214.48)
8	R&R 6" PCC Driveway	530.05	SF	$	7.85	$ 4,160.89
9	R&R PCC Cross Gutter	(169.72)	SF	$	19.50	($ 3,309.54)
10	R&R Curb & Gutter	33.84	LF	$	43.00	$ 1,445.12

Total To Date	$1,727,800.01	
Less Prior Billing	$1,449,172.38	
Total This Period	$ 278,627.63	$278,627.63
Less 10% Retention		$(27,862.76)
		$250,764.87

EXTRA WORK

All pavement maintenance projects require that survey monuments be preserved and re-set after project construction. As noted in the Award of Construction Contract report to the City Council on June 12, 2012, a Task Order for Survey Monument Preservation was being issued to Willdan in the amount of $43,500 (for 116 survey locations) under the City Manager's authority for Professional Services. As this project has progressed, however, the number of survey monuments found in the field has far exceeded the original estimate that was based upon previous experience. It will be necessary to preserve the additional survey monuments at an estimated additional cost of $39,000 (104 survey locations). Please see the attached letter proposal from Willdan.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Citywide Pavement Rehabilitation Project, CIP No. 101-H.

ATTACHMENTS:

- September 20, 2012, letter proposal from Willdan

WILLDAN Engineering | extending your reach

September 20, 2012

Mr. Kenneth H. Rosenfield, PE
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Increased number of monuments for Citywide Street Maintenance Project – CIP No. 101-H

Before we proposed on the job, I had my Survey Party Chief drive through the area to try and get a feeling as to how many monuments would potentially be damaged or destroyed by the project. We looked for monuments visible at the street surface as well as holes in the pavement where surveyors would have dug up the covered monuments. The party chief drove both Zone A and Zone B.

As it turns out, there were many more involved than estimated. Our proposal came in at 116 monuments, but in fact there were 213 centerline monuments tied out as well as 7 property corners (this was not anticipated and as you recall I contacted you about it.)

The reasons for the extra monuments are as follows:

A good portion of the points tied out were paved over and had never been dug up by surveyors after the last overlay. Even though covered, they would have been destroyed by the construction.
Some well monuments were in bad shape and instead of raising to the surface, as is the usual case, they were removed and we are re-setting spikes and washers.
Tract Line prods to the centerline of the street were monumented, which is sometimes done, but often not.

Not all of our tied out monuments will be reset. As we go through the zones, we are finding that monuments that the contractor told us were in jeopardy remain undamaged. We are not charging for monuments we did not reset, even if we initially tied them out.

The cost differential is as follows:
116 proposed and billed ($43,500)
97 additional street monuments and 7 property markers @ $375 per monument = $39,000

The exact number of monuments would vary but should be +/- 10.

Please let me know if you need any additional information.

Regards,

David Knell

David Knell, PLS
Principal Project Manager | Design Engineering Services

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: OCTOBER 23, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR

ISSUE: CITY COUNCIL AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A JOINT PARKING COVENANT AND AGREEMENT BETWEEN MOULDY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND THE CITY OF LAGUNA HILLS, FOR PROPERTY LOCATED AT 25202-25352 CABOT ROAD (CABOT TOWN CENTER).

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE JOINT PARKING COVENANT AND AGREEMENT BETWEEN MOULDY, LLC, AND THE CITY OF LAGUNA HILLS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

SUMMARY:

On October 25, 2011, the City's Planning Agency approved Site Development Permit/Conditional Use Permit/Parking Use Permit/Master Sign Program No. 07-11-2030, for the establishment of DaVita Dialysis at Cabot Town Center and various site improvements at the southern end of the center. In order to ensure adequate parking for DaVita Dialysis and future tenants at Cabot Town Center, staff added Condition of Approval No. 21, which reads:

The Applicant shall provide to the City for review and approval a covenant agreement (i.e., reciprocal access and parking agreement) for the purpose of establishing joint use of parking facilities between Outback Steakhouse, DaVita Dialysis, and the future retail tenant. This covenant agreement, upon review and approval by the City Attorney, shall be recorded establishing and maintaining in perpetuity the approved joint parking program.

The ownership of Cabot Town Center (Mouldy, LLC), working with the City Attorney, has prepared a joint parking covenant and agreement which will allow non-exclusive general use of the parking field at Cabot Town Center for all tenants at the site. Staff has reviewed the joint parking covenant and agreement, and recommends that the City Council authorize the City Manager to execute the agreement.

ATTACHMENTS:

- Joint parking covenant and agreement

Attachment #1
Joint Parking Covenant and Agreement

RECORDING REQUESTED BY AND, WHEN RECORDED, MAIL TO:

Mouldy, LLC
c/o William B. Brinckloe, Jr., Esq.
9841 Irvine Center Drive, Suite 220
Irvine, California 92618-4316

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

JOINT PARKING COVENANT AND AGREEMENT

THIS JOINT PARKING COVENANT AND AGREEMENT ("Agreement") is made and entered into as of this __ day of September, 2012 (the "Effective Date"), between MOULDY, LLC, a California limited liability company ("Mouldy"), and the CITY OF LAGUNA HILLS, a California municipal corporation ("City").

RECITALS

A. Mouldy is the fee simple owner of that certain parcel of improved real property located in the City of Laguna Hills, County of Orange, State of California, consisting of assessor parcel numbers 620-032-17, 620-032-18, 620-032-19, 620-032-20 and 620-032-22 (the "North Parcel"), which is legally described in **Exhibit A,** attached hereto and incorporated herein by this reference. The North Parcel is depicted on **Exhibit B** (the "North Parcel Site Plan"), attached hereto and incorporated herein by this reference. The North Parcel is part of the shopping center commonly known as "Cabot Town Center" improved with a drive-thru hot dog restaurant, various in-line retail and service tenants and is anchored by an appliance retailer, as generally depicted on the North Parcel Site Plan.

B. In addition, Mouldy is the fee simple owner of that certain parcel of improved real property located in the City of Laguna Hills, County of Orange, State of California, consisting of assessor parcel number 620-032-23 (the "South Parcel"), which is legally described in **Exhibit C,** attached hereto and incorporated herein by this reference. The South Parcel is depicted on **Exhibit D** (the "South Parcel Site Plan"), attached hereto and incorporated herein by this reference. The South Parcel is improved with a sit down restaurant, dialysis center and a freestanding building consisting of approximately 3,900 square feet, as generally depicted on the South Parcel Site Plan.

C. In connection with the redevelopment of the South Parcel, the City has approved the creation of a driveway parallel with and along the frontage of Cabot Road between the boundaries of the South Parcel and the North Parcel to provide vehicular and pedestrian ingress and egress and traffic circulation between the North Parcel and the South Parcel (the "Frontage Driveway"), as generally depicted on the South Parcel Site Plan. The City approved the Frontage Driveway, subject to Mouldy entering into this Agreement with the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Mouldy and the City agree as follows.

1. Covenant of Mouldy. Mouldy covenants and agrees all areas and facilities located on the North Parcel and the South Parcel designated for use as automobile parking shall be used and available for the non-exclusive general use, convenience and benefit of all tenants of the North Parcel and the South Parcel, from time to time, and their respective customers, guests, licensees, invitees, subtenants, employees, agents and patrons ("Common Area Parking"). Mouldy shall not grant any exclusive parking rights in the Common Area Parking, without the prior written consent and approval of the City. The City acknowledges, notwithstanding any term or provision to this Agreement to the contrary, this Agreement shall not apply to assessor parcel numbers 620-032-19 and 620-032-17 and commonly known as 25172 and 25192 Cabot Road, which are leased by Mouldy to PHILLIPS 66 COMPANY, a Delaware corporation, and MCDONALD'S CORPORATION, a Delaware corporation, respectively.

2. Term. The term of this Agreement shall commence upon the Effective Date and remain in full force and effect until recordation in the Official Records of Orange County, California of either: (i) an instrument in writing reflecting an agreement between Mouldy and the City to terminate this Agreement; or (ii) a final parcel map or tract map approved by the City covering both the North Parcel and the South Parcel.

3. General Provisions.

3.1 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the North Parcel and/or the South Parcel to the general public or for any public purpose whatsoever, it being the intention of Mouldy that this Agreement shall be strictly limited to and solely for the purposes expressly set forth in this Agreement.

3.2 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle Mouldy to terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies the City may have pursuant to this Agreement for any breach of this Agreement.

3.3 Covenants Run With the Land. The covenants, conditions and restrictions set forth in this Agreement shall burden, be appurtenant to and benefit the North Parcel and/or the South Parcel.

3.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Mouldy and its heirs, personal representatives, successors and assigns. This Agreement shall be binding upon and benefit any person acquiring an interest in the North Parcel and/or the South Parcel, including, without limitation, all tenants, lessees, licensees, subtenants and/or occupants of the North Parcel and/or the South Parcel, whether by operation of law or otherwise. Notwithstanding the foregoing, if Mouldy sells or conveys its interest in the North Parcel and/or the South Parcel, Mouldy shall thereupon be released and discharged from any and all obligations arising under this Agreement after the date of the sale or conveyance, but shall remain liable for all obligations arising under this Agreement prior to such date. The successor to the party shall be liable for all obligations arising under this Agreement after the date of any sale or conveyance.

3.5 Injunctive Relief. In the event of any violation or threatened violation by Mouldy of any covenant or condition contained in this Agreement, the City shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law.

3.6 Waiver. The failure of the City to insist upon the strict performance of any covenant or condition contained in this Agreement shall not be deemed a waiver of any right or remedy that City may have or a waiver of any subsequent breach or default in the performance of any covenant or condition contained in this Agreement.

3.7 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between Mouldy and the City. Every party to this Agreement shall be considered a separate party and no party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

3.8 Third Party Beneficiary Rights. Except for City, this Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

3.9 Lienholder Protection. This Agreement and the rights, privileges, covenants, agreements and easements hereunder with respect to the North Parcel and the South Parcel shall be superior and senior to any lien placed upon the North Parcel and/or the South Parcel, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust encumbering the North Parcel and/or the South Parcel, and made in good faith and for value, but all the covenants and restrictions, easements and conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any person (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to the North Parcel and/or the South Parcel or any portion thereof by foreclosure, sale, deed in lieu of foreclosure or otherwise.

3.10 Entire Agreement. This Agreement contains the entire covenant and agreement of Mouldy relating to the Common Area Parking.

3.11 Choice of Law. This Agreement shall be governed by the laws of the state of California.

3.12 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.13 Amendment. This Agreement may be amended at any time by the written agreement of Mouldy, subject to the prior written consent and approval of the City. All amendments, changes, revisions and discharges of this Agreement, in whole or in part, and from time to time, shall be binding upon all parties despite any lack of legal consideration, so long as the same shall be in writing and executed by Mouldy and approved in writing by the City.

3.14 Attorneys' Fees. In the event of any litigation involving this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement or seeking a declaration of the rights of any party under this Agreement, the prevailing party shall be entitled to recover from the other party such attorneys' fees and costs as may be reasonably incurred, including the costs of reasonable investigation, preparation and professional or expert consultation incurred by reason of such litigation.

3.15 Manner of Giving Notice. All notices and demands which any party is required or desires to give to the other party shall be given in writing by facsimile, personal delivery, express courier service or certified mail, return receipt requested, to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that notice. All notices and demands given by facsimile, personal delivery or by express courier service shall be effective upon receipt by the party to whom the notice or a demand is being given. All notices given by mail shall be effective on the third (3rd) business day after mailing.

To Mouldy:	Mouldy, LLC c/o D.W.A. Smith & Company Inc. Mr. Donald W.A. Smith 1300 Quail Street, Suite 106 Newport Beach, California 92660 Facsimile: (949) 851-1804
With Copy to:	William B. Brinckloe, Jr., Esq. 9841 Irvine Center Drive, Suite 220 Irvine, California 92618-4316 Facsimile: (949) 475-6999
To the City:	City of Laguna Hills Planning Division 24035 El Toro Road Laguna Hills, California 92653 Facsimile: (949) 707-2633
With Copy to:	Gregory E. Simonian, Esq. Woodruff Spradlin & Smart, PC 555 Anton Blvd Ste 1200 Costa Mesa, CA 92626 Facsimile: (714) 835-7787

3.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, Mouldy and the City have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

MOULDY

MOULDY, LLC, a
California limited liability company

By: J&W FAMILY LIMITED
PARTNERSHIP, LP, a California
limited partnership
Member

By: FL Barnes III
Franklin L. Barnes, III
General Partner

By:______________________
Scott T. Barnes
General Partner

[SIGNATURES OF MOULDY CONTINUE ON THE NEXT PAGE]

To Mouldy:	Mouldy, LLC c/o D.W.A. Smith & Company Inc. Mr. Donald W.A. Smith 1300 Quail Street, Suite 106 Newport Beach, California 92660 Facsimile: (949) 851-1804
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MOULDY

MOULDY, LLC, a
California limited liability company

By: J&W FAMILY LIMITED PARTNERSHIP, LP, a California limited partnership
Member

By:________________________
Franklin L. Barnes, III
General Partner

By: Scott T. Barnes
Scott T. Barnes
General Partner

[SIGNATURES OF MOULDY CONTINUE ON THE NEXT PAGE]

[SIGNATURES OF MOULDY CONTINUED]

By: BLANCHARD VALLEY
ASSOCIATES, LP, a California
limited partnership
Member

By: MATHIS FAMILY TRUST
CREATED U.D.T. DATED
NOVEMBER 13, 1996
General Partner

By: Glenn E. Mathis, Jr.
Glenn E. Mathis, Jr.
Co-Trustee

By: Marion C Mathis
Marion C. Mathis
Co-Trustee

CITY

CITY OF LAGUNA HILLS, a
California municipal corporation

By:____________________

Name:____________________

Its:____________________

ATTEST:

____
Peggy J. Johns, City Clerk

APPROVED AS TO FORM:

____
Gregory E. Simonian,
City Attorney

JointParkingAgreement/Mouldy/8.6.12

[SIGNATURES OF MOULDY CONTINUED]

By: BLANCHARD VALLEY
ASSOCIATES, LP, a California
limited partnership
Member

By: MATHIS FAMILY TRUST
CREATED U.D.T. DATED
NOVEMBER 13, 1996
General Partner

By:____________________
Glenn E. Mathis, Jr.
Co-Trustee

By:____________________
Marion C. Mathis
Co-Trustee

CITY

CITY OF LAGUNA HILLS, a
California municipal corporation

By:____________________

Name:____________________

Its:____________________

ATTEST:

____
Peggy J. Johns, City Clerk

APPROVED AS TO FORM:

____
Gregory E. Simonian,
City Attorney

JointParkingAgreement/Mouldy/8.6.12

ACKNOWLEDGEMENTS

STATE OF ARIZONA
COUNTY OF ~~MARICOPA~~ PINAL } *S.S.*

On ~~August~~ September 05th, 2012, before me, Tammy Price, Notary Public, personally appeared, FRANKLIN L. BARNES, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Tammy Price (Seal)

TAMMY PRICE
Notary Public - Arizona
Pinal County
My Comm. Expires Jun 3, 2016

STATE OF CALIFORNIA
COUNTY OF ORANGE } *S.S.*

On August __, 2012, before me, ______________________, a Notary Public in and for said County and State, personally appeared, SCOTT T. BARNES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________________ (Seal)

ACKNOWLEDGEMENTS

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

On August __, 2012, before me, ____________________, Notary Public, personally appeared, FRANKLIN L. BARNES, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________________ (Seal)

STATE OF CALIFORNIA }
COUNTY OF ORANGE } S.S.

On August 20, 2012, before me, RoseAnna Z. Word, a Notary Public in and for said County and State, personally appeared, SCOTT T. BARNES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature RZ Word (Seal)

ROSEANNA Z. WORD
Commission # 1924562
Notary Public - California
Orange County
My Comm. Expires Feb 5, 2015

STATE OF CALIFORNIA
COUNTY OF ~~GLENN~~ Colusa } S.S.
new

On August 20, 2012, before me, Nancy L. Newlin, a Notary Public in and for said County and State, personally appeared, GLENN E. MATHIS, JR., who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/s~~he/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy L. Newlin (Seal)

NANCY L. NEWLIN
COMM. #1811897
NOTARY PUBLIC – CALIFORNIA
COLUSA COUNTY
My Comm. Expires Sept. 24, 2012

STATE OF CALIFORNIA
COUNTY OF ~~GLENN~~ Colusa } S.S.
new

On August 20, 2012, before me, Nancy L. Newlin, a Notary Public in and for said County and State, personally appeared, MARION C. MATHIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy L. Newlin (Seal)

NANCY L. NEWLIN
COMM. #1811897
NOTARY PUBLIC – CALIFORNIA
COLUSA COUNTY
My Comm. Expires Sept. 24, 2012

STATE OF CALIFORNIA }
COUNTY OF ORANGE } *S.S.*

On September __, 2012, before me, ________________________________, a Notary Public in and for said County and State, personally appeared, _______________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________ (Seal)

STATE OF CALIFORNIA }
COUNTY OF ORANGE } *S.S.*

On September __, 2012, before me, ________________________________, a Notary Public in and for said County and State, personally appeared, ____________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________ (Seal)

EXHIBIT "A"

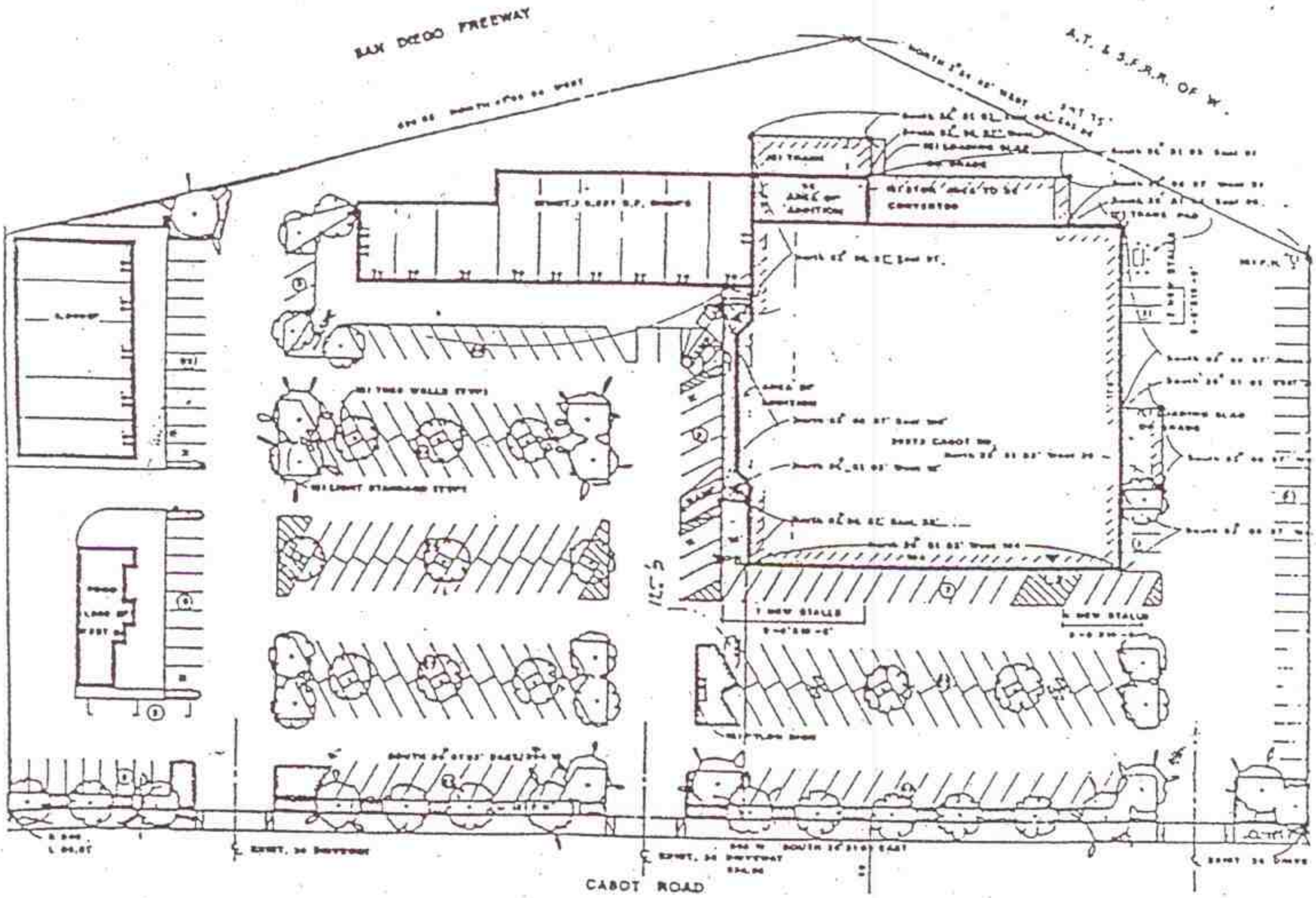
LEGAL DESCRIPTION OF THE NORTH PARCEL

THOSE PORTIONS OF FRACTION SECTIONS 1 AND 2, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S.B.M. IN THE COUNTY OF ORANGE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN PARCEL 2 OF THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 5035, PAGE 383 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HAVING A BEARING AND DISTANCE OF "SOUTH 74°19'33" EAST 165.77 FEET"; THENCE ALONG SAID CERTAIN COURSE SOUTH 73° 36' 30" EAST 15.04 FEET TO A NONTANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1468.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, FROM A TANGENT BEARING SOUTH 59° 04' 18" EAST, 171.69 FEET THROUGH A CENTRAL ANGLE OF 6° 42' 04"; THENCE LEAVING SAID CURVE SOUTH 41° 08'04" EAST 25.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 62° 37' 36" WEST 286.38 FEET TO A POINT IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CABOT ROAD, SAID POINT BEING IN A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 840.00 FEET, (A RADIAL TO SAID POINT BEARS NORTH 58° 39' 37" EAST); THENCE SOUTHERLY 65.81 FEET ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 4° 29' 30"; THENCE SOUTH 26° 51' 03" EAST TANGENT TO SAID CURVE 568.19 FEET; THENCE NORTH 63° 08' 57" EAST 293.57 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE A. T. & S.F. RAILROAD; THENCE NORTH 3° 54' 45" WEST ALONG SAID RIGHT-0F-WAY LINE 243.95 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE SAN DIEGO FREEWAY; THENCE NORTH 41° 08' 04" WEST ALONG SAID RIGHT-OF-WAY LINE 425.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

DEPICTION OF THE NORTH PARCEL



10/23/2012 ITEM NO. 4.6

EXHIBIT "C"

LEGAL DESCRIPTION OF THE SOUTH PARCEL

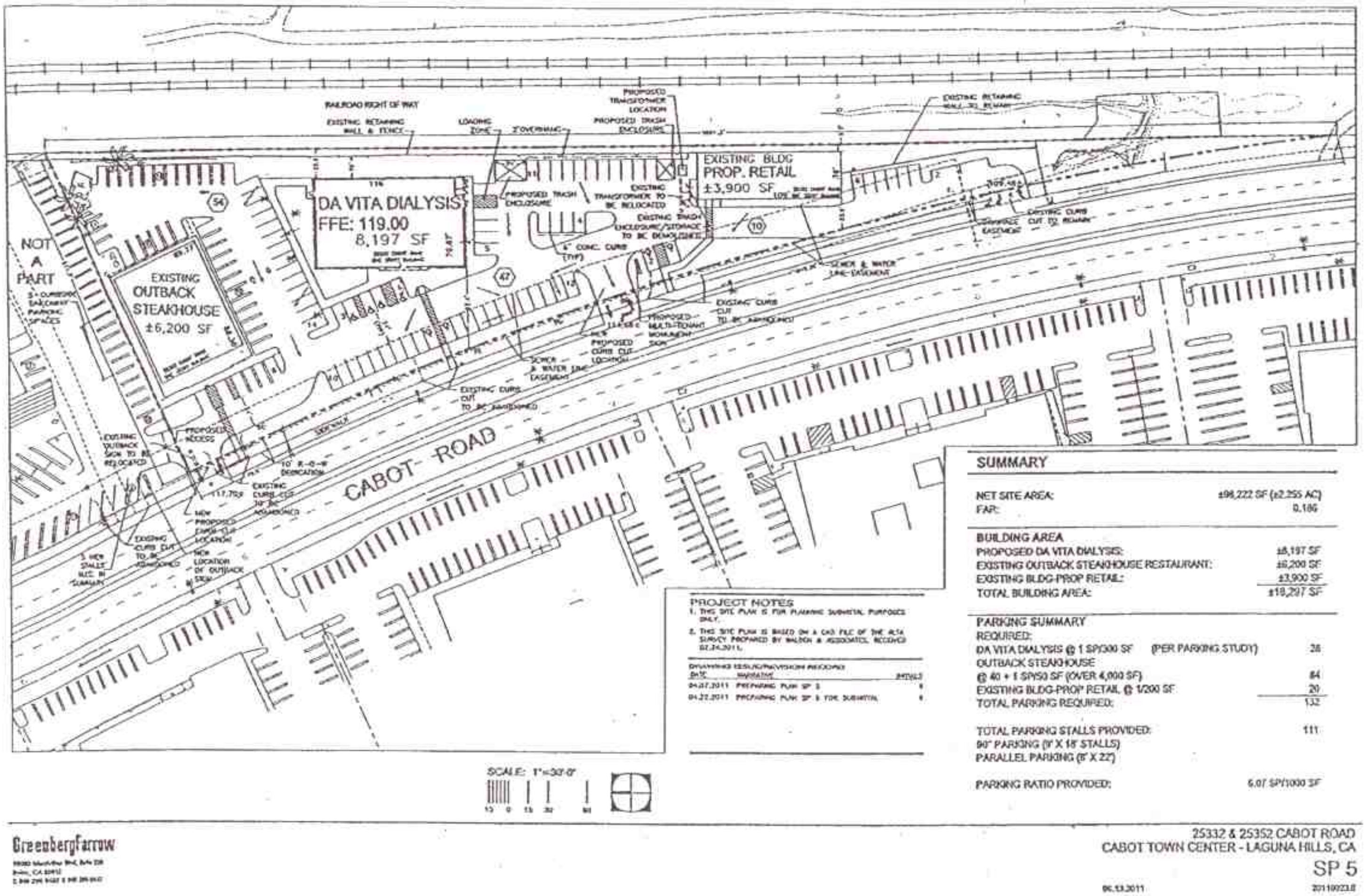
BEING A PORTION OF FRACTIONAL SECTION 1, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1879, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE OF THE EASTERLY LINE OF THAT PARCEL DESCRIBED ON EXHIBIT A" AND SHOWN ON EXHIBIT "B", OF THE GRANT DEED RECORDED OCTOBER 25, 1996 AS INSTRUMENT NO. 19960541716, OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCE OF SOUTH 26°51'03" EAST 78.61 FEET; THENCE NORTH 63°08'57" EAST 271.67 FEET TO A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, RECORDED DECEMBER 17, 1886 IN BOOK 187, PAGE 17 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE ALONG SAID WESTERLY LINE, SOUTH 02°28'49" EAST 1001.27 FEET TO A POINT ON THE EASTERLY LINE OF SAID INSTRUMENT NO. 19960541716, OF OFFICIAL RECORDS, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 2525.42 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 82°25'09" EAST; THENCE ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 849.36 FEET THROUGH A CENTRAL ANGLE OF 19°16'12", A RADIAL LINE TO SAID POINT BEARS NORTH 63°08'57" EAST; THENCE NORTH 26°51'03" WEST 78.61 FEET TO THE POINT OF BEGINNING.

CONTAINS: 98,222 SQ. FT. = 2.255 ACRES

EXHIBIT "D"

DEPICTION OF THE SOUTH PARCEL



10/23/2012 ITEM NO. 4.6

I-5 IMPROVEMENT PROJECT, CIP NO. 159.

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 7:49 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, SEPTEMBER 25, 2012

MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 25, 2012, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/VICE CHAIR LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 MINOR SITE DEVELOPMENT PERMIT/PARKING USE PERMIT NO. 9-12-2372, A REQUEST BY WBSA ARCHITECTS INC., ON BEHALF OF SADDLEBACK MEMORIAL MEDICAL CENTER, A CALIFORNIA NON-PROFIT CORPORATION, FOR A JOINT USE PARKING PERMIT TO ESTABLISH OFF-SITE STAFF PARKING FOR USE BY MEMORIAL CARE CANCER TREATMENT CENTER, WHICH PLANS TO OCCUPY THE EXISTING BUILDING AT 24302 PASEO DE VALENCIA, AND FOR A MINOR SITE DEVELOPMENT PERMIT FOR A 3,160 SQUARE FOOT BUILDING ADDITION AND MINOR SITE IMPROVEMENTS

THE PLANNING AGENCY CONTINUED THIS ITEM TO THE OCTOBER 23, 2012, PLANNING AGENCY MEETING.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:50 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: OCTOBER 23, 2012

TO: CHAIR AND AGENCY MEMBERS

FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR

ISSUE: MINOR SITE DEVELOPMENT PERMIT/PARKING USE PERMIT NO. 9-12-2372, A REQUEST BY WBSA ARCHITECTS INC., ON BEHALF OF SADDLEBACK MEMORIAL MEDICAL CENTER, A CALIFORNIA NON-PROFIT CORPORATION, FOR A JOINT USE PARKING PERMIT TO ESTABLISH OFF-SITE STAFF PARKING FOR USE BY MEMORIAL CARE CANCER TREATMENT CENTER, WHICH PLANS TO OCCUPY THE EXISTING BUILDING AT 24302 PASEO DE VALENCIA, AND FOR A MINOR SITE DEVELOPMENT PERMIT FOR A 3,160 SQUARE FOOT BUILDING ADDITION AND MINOR SITE IMPROVEMENTS

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED, "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING MINOR SITE DEVELOPMENT PERMIT/PARKING USE PERMIT NO. 9-12-2372, A REQUEST BY WBSA ARCHITECTS INC., ON BEHALF OF SADDLEBACK MEMORIAL MEDICAL CENTER, A CALIFORNIA NON-PROFIT CORPORATION, FOR A JOINT USE PARKING PERMIT TO ESTABLISH OFF-SITE STAFF PARKING FOR USE BY MEMORIAL CARE CANCER TREATMENT CENTER, WHICH PLANS TO OCCUPY THE EXISTING BUILDING AT 24302 PASEO DE VALENCIA, AND FOR A MINOR SITE DEVELOPMENT PERMIT FOR A 3,160 SQUARE FOOT BUILDING ADDITION AND MINOR SITE IMPROVEMENTS."

SUMMARY:

WBSA Architects Inc., on behalf of Saddleback Memorial Medical Center, a California Non-Profit Corporation (hereinafter referred to as “Applicant”), is requesting approval of Minor Site Development Permit/Parking Use Permit (SDPA/PUP) No. 9-12-2372, which would allow the future occupants of the subject site to utilize three off-site parking spaces to satisfy parking requirements and to permit a small first-floor addition to the existing building. The addition will eliminate 11 parking spaces from the subject site, and the additional building area will be used to house new medical equipment (referred to as linear

accelerators) for cancer radiation treatments. Due to the new building area and elimination of 11 parking spaces, an on-site parking deficiency is created. Therefore, the Applicant is requesting to utilize surplus parking at the nearby parking structure at Paseo de Valencia and Calle de la Magdalena on the Saddleback Hospital Campus which is also owned by the Applicant. The address of the off-site parking structure is 24451 Health Center Drive.

Staff has reviewed the project for compliance with the requirements of the Development Code and Urban Village Specific Plan, goals and strategies of the General Plan, and the California Environmental Quality Act (CEQA) and has determined that this project, subject to the conditions of approval, will not result in any significant adverse impacts to public health, safety, and general welfare.

BACKGROUND:

The project site is located at 24302 Paseo de Valencia near the corner of Calle de la Plata and Paseo de Valencia in the Village Commercial zone. The site is 0.79 acres and is developed with a two-story, approximately 17,277 square foot building currently housing the Saddleback Valley Outpatient Surgery Center. The site shares street access and internal circulation with the adjacent Farmers and Merchants Bank. While the parking lot also appears to be shared, no shared parking agreement exists and each property relies on its own parking. This arrangement was created by approval of the surgery center in 1985 by the County of Orange. At that time the building was approved as an outpatient surgery center and has remained a surgery center or similar medical use since 1985. The overall building square footage and available parking have remained largely unchanged since the original approval.

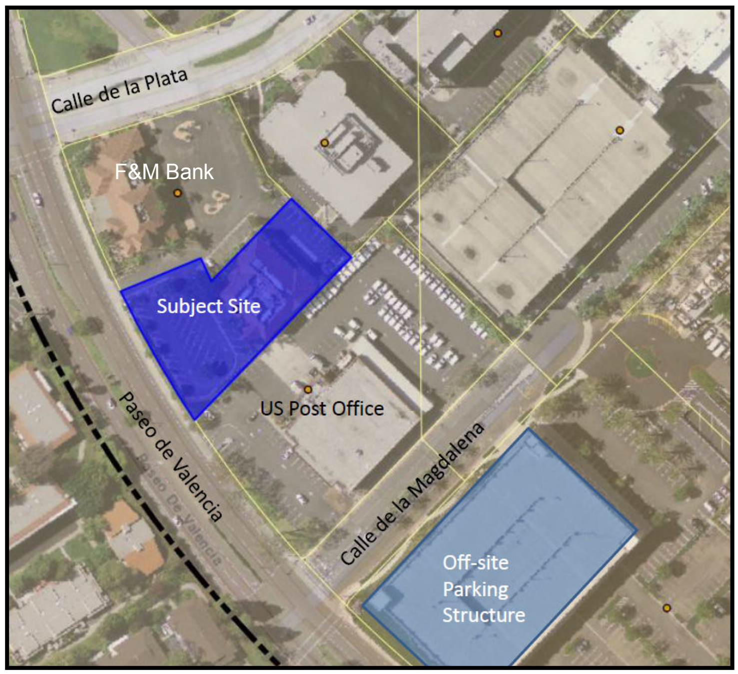
ANALYSIS:

The Applicant intends to purchase the property and occupy the existing 17,277 square-foot building and add a 3,200 square-foot first floor addition at the northeast corner of the property and a second floor mechanical penthouse. The new area will be used to house two linear accelerator vaults, which are constructed of reinforced concrete and are used in the treatment of cancer. Most of the first and second floors will be remodeled to accommodate the proposed cancer treatment center use. The first floor will be a radiation oncology use, including the new linear accelerators, patient dressing areas, conference rooms, and treatment planning rooms. The second floor will house a similar use or uses, which may act in conjunction with, or in support of, the first floor radiation oncology services.

The addition will result in the loss of 11 parking spaces from the subject site, leaving 37 parking spaces available. Parking on the subject site is clearly marked for use by the surgery center (future cancer treatment center) and the adjacent property's parking is clearly marked for use by Farmers and Merchants Bank. The Laguna Hills Municipal Code (LHMC) lists parking ratios for a variety of uses including medical office and hospitals.

However, the proposed use does not fit the definition of either of these uses nor is it expected to demand as much parking as these uses. LHMC Section 9-44.020 grants the authority to determine appropriate parking requirements not specifically set forth in the LHMC to the Community Development Director. To that end, Linscott, Law & Greenspan (a traffic engineering firm) has prepared a parking study to determine the expected parking demand for this type of use, taking into account the parking demand of similar uses, expected operations (i.e. maximum number of staff and patients), and field surveys. Based upon this analysis the parking demand for the cancer treatment center is 40 parking spaces, leaving an on-site parking deficiency of three spaces. The Applicant has requested the subject parking use permit in order to utilize a parking surplus in a nearby parking structure owned by the Applicant.

Laguna Hills Municipal Code Section 9-44.070 permits the use of off-site parking facilities provided such facilities are with 300 feet of the uses which they are intended to serve. The parking structure property is within 300 feet of the subject site; however, the parking structure itself is just beyond the 300-foot requirement. Laguna Hills Municipal Code Section 9-02.070 grants the Community Development Director the authority to grant minor deviations to standards in the development code provided such deviations do not exceed ten percent. In this case, the Director recommends this ten percent deviation (30 feet) be granted in order to put the parking structure well within the distance requirement for off-site parking. The subject parking structure is within a short walking distance of the proposed cancer treatment center, on the Saddleback Hospital campus. The parking structure is currently for use by the Applicant's employees only and has a demonstrated surplus of 151 spaces available.



The cancer treatment center will utilize the parking structure for staff parking only, leaving on-site parking for patients. Because the off-site property and parking structure is owned by the Applicant, no parking agreement is required for the cancer treatment center to make use of the off-site parking spaces. However, a condition of approval has been included that requires a covenant or easement to be recorded for the benefit of the subject property which cannot be removed except with the City's consent (Condition 23).

Additionally, the existing non-conforming disabled accessible parking stalls will be upgraded to meet current accessibility requirements. Other site changes propose the creation of three additional parking stalls; however, these parking stalls are actually located on the Farmers and Merchants Bank property, and at this time will not be used by the proposed cancer treatment center. Staff has reached out to Farmers and Merchants Bank and informed them of the proposed project. As of this writing, staff has not received any negative feedback from the bank and they are eager to work with the future property owner, as they have worked with Saddleback Valley Surgery Center in the past. The bank has expressed their continued desire to maintain parking on their property for use of the bank's employees and customers. All work on the bank's property (including the addition of the three parking spaces, slight modification of the Edison easement, and potential shared use of trash facilities) would require express agreement, in writing, from the owner of the bank property, and a condition of approval has been added to this effect (Condition 20). Private agreements, such as easements or covenants, may already exist which allow the Applicant to proceed with the work once approved by the City. Since the City is not party to the private agreements, the property owners must confer with each other to discuss the logistics of the site improvements on both properties. Even if the site improvements could not be made on the Farmers and Merchants Bank property, the addition to the building could move forward from the standpoint of the City's development code, as described in Condition 20.

The building addition, while largely made of reinforced concrete due to the nature of the use, will reflect the style of the existing building from the exterior. The building uses similar colors and materials and a roofline consistent with that of the existing building. A condition of approval has also been included to ensure that sufficient landscaping is installed to help soften the west building elevation, since windows are not an option in the linear accelerator addition (Condition 26). The proposed addition meets the development requirements of the Urban Village Specific Plan for setbacks and lot coverage providing a 10 foot rear setback (where a 10 foot minimum is required) and 3.5 foot and 12.5 foot north and south side setbacks respectively, where no side setback is required. With the addition, the property will also maintain a lot coverage of 36 percent whereas up to 70 percent is permitted. The addition is also well within the maximum permitted 75 foot building height – a building height of 32 feet is proposed for the project.

PUBLIC COMMENT:

Public hearing notices were mailed to all property owners within a 300-foot radius of the subject site. Notices were also sent to the City of Laguna Woods, the Farmers and Merchants bank local branch adjacent to the subject site, and the tenant of the subject site (Saddleback Valley Outpatient Surgery Center). As of the date of this writing, staff has received no comments from the public on this agenda item.

FISCAL IMPACT:

None

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with CEQA. Upon completion of this review, it has been determined that the proposed project is categorically exempt from CEQA, pursuant to CEQA Guidelines Section 15301 (Class 1, Existing Facilities). Categorical Exemptions are designated for classes of projects which have been determined not to have a significant effect on the environment and which have therefore been exempted from the requirements of CEQA. The Class 1 exemption applies to the permitting, licensing, and minor alteration of existing structures or facilities involving negligible expansion of use beyond that which is existing, including additions to existing structures in urbanized areas of less than 10,000 square feet. The proposed project would result in a 3,200 square-foot addition to an existing building in an urbanized area and permitting of off-site parking for the facility.

CONCLUSION:

The project will allow a use consistent with the medical-oriented nature of the surrounding area to locate at the subject site while making use of an existing under-utilized parking structure to meet the established parking requirement for the use. The design of the building addition is consistent with design guidelines in the Urban Village Specific Plan, and the project as a whole is consistent with the General Plan. Several conditions have been included in the proposed resolution of approval which are intended to ensure the building addition complements the site, and to ensure the off-site parking is utilized appropriately and is maintained for use by the subject property. Therefore, staff recommends approval of the project.

ATTACHMENTS:

- Attachment 1 – Resolution of Approval
- Attachment 2 – Letter of Justification
- Attachment 3 – Parking Study
- Attachment 4 – Plans

ATTACHMENT 1 – RESOLUTION

RESOLUTION NO. PA2012-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING MINOR SITE DEVELOPMENT PERMIT/PARKING USE PERMIT NO. 9-12-2372, A REQUEST BY WBSA ARCHITECTS INC., ON BEHALF OF SADDLEBACK MEMORIAL MEDICAL CENTER, A CALIFORNIA NON-PROFIT CORPORATION, FOR A JOINT USE PARKING PERMIT TO ESTABLISH OFF-SITE STAFF PARKING FOR USE BY MEMORIAL CARE CANCER TREATMENT CENTER, WHICH PLANS TO OCCUPY THE EXISTING BUILDING AT 24302 PASEO DE VALENCIA, AND FOR A MINOR SITE DEVELOPMENT PERMIT FOR A 3,160 SQUARE FOOT BUILDING ADDITION AND MINOR SITE IMPROVEMENTS

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

WHEREAS, an application for Site Development Permit/Parking Use Permit (SDPA/PUP) No. 9-12-2372 has been received to establish off-site parking and permit building and site improvements for an existing commercial property at 24302 Paseo de Valencia in the Village Commercial (VC) zone; and

WHEREAS, SDPA/PUP No. 9-12-2372 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 (CEQA Guidelines §15301, Existing Facilities) exemption; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a public hearing held on October 23, 2012.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of SDPA/PUP No. 9-12-2372 have been met and made as follows:

<u>Site Development Permit</u>

1. That the site design complies with standards of the development code.

The project involves an addition to an existing building on a commercially developed property. The addition meets all setback, height, and lot coverage requirements as described in the Community Development Department's staff report to the Planning Agency. With the additional floor area and resulting loss of eleven parking spaces, the site would be deficient three parking spaces for the planned use. However, with the approval of the requested parking use permit, adequate parking would be provided by making use of existing available parking in a nearby parking structure at the corner of Calle de la Magdalena and Paseo de Valencia.

2. That the site is suitable for the proposed development.

   The site is an existing commercial property located in the Urban Village Specific Plan area. The Urban Village area has a high concentration of medical uses, including Saddleback Hospital. Since developed, the site has been a medical use, specifically a surgery center and associated uses. The proposed use would continue to be a medical use and the small addition can be accommodated by the subject site while still meeting all development standards as described in the Community Development Department's staff report to the Planning Agency. The Urban Village area is an ideal area to put the joint use parking into practice due to the higher density and close proximity of similar uses and available parking.

3. That the project is consistent with the General Plan and applicable design guidelines.

   The Urban Village Specific Plan contains specific design guidelines for the VC zone. While some do not apply due to the location of the building addition at the back of the structure, away from the street, the project satisfies applicable design guidelines. For example, the building addition mimics the style of the existing building, the roof line blends with the existing building, and new roof-mounted equipment is housed within a roof mechanical penthouse that screens the equipment from view. The General Plan identifies medical uses as a typical use for the Village Commercial land use designation. Additionally, the General Plan has several Policies related to shared parking and innovative parking solutions that foster development and maintain attractive uses, especially within the Urban Village core of the City. Specifically, shared surface lots or parking structures are encouraged to make the most efficient use of land.

4. That the site design and structural components are appropriate for the site and function of the proposed uses.

   Overall, the site design would not be significantly changed nor would the nature of the proposed uses as a result of this project. The building addition will be designed in accordance with the California Building Code and will be subject to plan check and inspections to ensure such compliance. Additionally, the area that will house the two proposed linear accelerators for radiation oncology treatment will be designed as two concrete vaults, with an approximate concrete wall thickness of three feet, which will allow radiation treatments for patients while preventing unintended exposure to radiation outside the vaults.

Parking Use Permit

1. That the proposed use is consistent with the General Plan.

The joint use of parking facilities proposed in this application is consistent with the General Plan because one of the goals of the General Plan is to ensure adequate parking is provided for all uses without unnecessarily impeding development. The General Plan also sets forth a policy to encourage parking in shared lots to make the most efficient use of land.

2. That the nature, condition and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The parking study has demonstrated that adequate parking is provided on the subject site by making use of a parking surplus at a nearby parking structure owned by the Applicant. The joint use of parking will not negatively impact surrounding businesses, including Farmers and Merchants Bank because there is enough parking provided for the proposed use (with the inclusion of the off-site parking) and all parking within the subject property is clearly marked for each business. Additionally, the Applicant must submit a parking management plan for employees, and any future property owner will be required to record a parking agreement for use of the off-site parking spaces or have uses for which on-site parking is sufficient.

3. That the proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The subject site will provide 37 on-site parking spaces. While this is three parking spaces deficient for the proposed use(s), the Applicant owns an adjacent parking structure approximately 300 feet from the subject site, which has sufficient parking to provide the additional spaces parking spaces required. The off-site parking will be utilized by staff of the cancer treatment center, leaving sufficient on-site parking for patients and other visitors to the site. Additionally, on-site accessible parking for the disabled will be upgraded to meet current code, which is not only required by law, but also especially important for the proposed use. Parking between the proposed medical use and the adjacent Farmers and Merchants Bank site is clearly marked, so there will be no confusion regarding where the cancer treatment center visitors should park. Therefore this use can be accommodated on the subject site with little to no impact on surrounding uses.

4. That all required development standards prescribed by the Laguna Hills Development Code can be achieved.

The Laguna Hills Development Code prescribes parking ratios for different types of uses including medical offices and hospitals. However, the Development Code states that for uses not specified in this chapter the Community Development Director shall have the authority to determine the appropriate parking requirements. Because the cancer treatment center does not function like a typical medical office, nor is it a hospital, the Applicant has prepared a parking study demonstrating the anticipated parking demand of the proposed use based upon the parking demand at similar facilities as well as based upon operational plans and found that the parking demand for the use as proposed is 40 parking spaces. Furthermore, the Development Code allows for parking to be shared among building sites, such as the off-site parking proposed in this project.

5. That the conditions and limitations placed upon the use are necessary to insure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

   Conditions of approval ensure the proposed joint use parking is compatible with adjacent or abutting uses and the preservation of public peace, safety and welfare. Condition 19 enables the Community Development Director to monitor the parking supply available on the site by requiring the conduct of future parking studies to ensure adequate parking continues to be provided on the site and ensure that the project does not contribute to any future parking issues in the area. Condition 23 requires a recorded easement or covenant for the provision of off-site parking. These conditions ensure that sufficient parking for the proposed use on the subject property is maintained.

6. That the proposed joint parking use permit is consistent with the intent and purpose of the development code.

   By establishing theoretical parking ratios for different types of uses, the development code intends to anticipate the amount of parking that will be needed to adequately serve proposed uses, thereby ensuring parking availability and relative ease of parking for patrons, which is consistent with goals of the General Plan. Through completion of a parking study, the Applicant has demonstrated that sufficient parking for the proposed use(s) is provided on site and by making use of off-site staff parking in a nearby parking structure owned by the Applicant without impacting surrounding businesses, thereby meeting the intent of the development code in establishing parking standards.

7. That the joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities.

   Currently, there is no “shared parking” on the subject site with Farmers and Merchants Bank. All parking spaces within the lot are clearly marked for each business. The off-site staff parking for the proposed use will be in an existing parking structure on the Saddleback Memorial Medical Center hospital campus, which is already designated for Saddleback Memorial Medical Center employees only, and which has a demonstrated parking surplus. Should the subject site be sold to another owner, a recorded parking agreement would be required between the two property owners (Saddleback Memorial Medical Center and any future owner of the subject site) to ensure continued availability of parking for the subject site. All future uses at the subject site will be permitted only subject to available parking. Further, prior to issuance of building permits, the Applicant must provide an employee parking management plan noting how the parking structure is utilized and what, if any, measures will be taken to ensure staff of the cancer center use the structure.

8. That the requirement for parking established by the joint parking use permit assures that parking demands for the participating uses are continually met:

   Because the Applicant is also the owner of the adjacent parking structure to be used, a recorded shared parking agreement is not required at this time. A parking management plan must be submitted to the City by the Applicant prior to issuance of building permits, wherein their parking plan is demonstrated. However, should the subject site be sold or transferred, the available on-site parking must be sufficient for said uses, or a shared parking agreement between the owner of the parking structure and the owner of the subject property must be recorded to ensure that parking is available to satisfy the parking demand of the uses on the subject site.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDPA/PUP No. 9-12-2372 subject to the following conditions:

<u>Standard Conditions</u>

1. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of said Site Development Permit by the Laguna Hills Planning Agency.
3. As a condition of issuance of this approval, the Applicant/Owner, hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, with legal counsel acceptable to the City, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the Applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
4. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.

5. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of SDPA/PUP No. 9-12-2372 within 60 days of the Planning Agency's approval.

6. The Parking Use Permit and associated entitlements shall expire and be of no further force or effect if the permit is not implemented within two years of the Planning Agency's approval.

7. Within 48 hours of project approval, the Applicant shall submit to the City a check in the amount of $50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant/Owner may protest any fees, dedications, reservation or other exaction imposed in connection with this project through these conditions of approval begins on the date that the Planning Agency adopts its resolution approving this project and related permits.

9. All signage (temporary and permanent), including any required approvals and permits, shall comply with L.H.M.C. Chapter 9-42. Signs shall be maintained to prevent deterioration, disrepair and shall be legible and in good condition.

10. Prior to commencement of any work for which a permit is required the Applicant shall be responsible for ensuring applicable building permits are obtained, as required by section 105 of the 2010 California Building code.

11. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2010 California Building Code.

12. At time of permit issuance the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).

13. The Applicant shall comply with all general construction Water Quality Ordinances, as required by the City of Laguna Hills Ordinance No. 2003-12.

14. The Applicant shall demonstrate compliance with California Disabled Accessibility requirements, as required by chapter 11 of the California Building Code at the time of document submittal for the purpose of permit issuance.

15. At the time of document submittal for the purpose of permit issuance the Applicant shall demonstrate compliance with all requirements of the California Energy Commission.

16. All construction shall comply with 2010 California Building, Plumbing, Mechanical, and Electrical Codes with regard to I-2.1 occupancies.

<u>Special Conditions</u>

17. The Applicant shall comply with all requirements of the Orange County Fire Authority.

18. All noise generated by the project, including construction noise shall meet noise requirements pursuant to LHMC Chapter 5-24.

19. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) on the subject property, the Applicant shall, at its sole cost and expense, be responsible for the cost of a parking and circulation study prepared by a licensed consultant selected by the City. The Applicant shall, at its sole cost and expense, be responsible for implementation costs of any reasonable parking and circulation mitigation measures deemed appropriate by the Community Development Director related to such impacts based on the findings of such study.

20. All proposed improvements not located on the subject property require prior written authorization from the off-site property owner prior to commencement of work. In the event the prior written authorization of the owner cannot be obtained the Applicant shall provide landscape and curb improvements on its property in lieu of reconstructing off-site parking and landscape improvements as depicted on the project plans.

21. Prior to issuance of building permits, the Applicant shall provide proof of the existing Southern California Edison easement vacation or alteration and establishment of a new or revised Edison easement generally depicted by the project plans.

22. Prior to issuance of sign permits, the Applicant shall apply for a Master Sign Program. The Master Sign Program shall be submitted in accordance with the requirements set forth in the Laguna Hills Municipal Code Section 9-42.170 (Master Sign Program Inclusions).

23. Prior to the issuance of building permits, Applicant shall record an easement or covenant in the form approved by the City, on the property providing off-site parking, reserving three parking spaces for the benefit of the subject property. The easement or covenant shall stipulate that it cannot be removed or extinguished except with the consent by the City, provided that the subject property is no longer deficient in parking spaces for the uses thereon.

24. Prior to issuance of building permits the Applicant shall provide to the Community Development Director a parking management plan addressing the use of the off-site parking structure.

25. Pursuant to LHMC 9-40.070, a trash enclosure shall be provided on the subject site and shall be of sufficient size to accommodate the trash generated and shall be designed in accordance with the City standards for trash enclosures.

26. The Applicant shall provide landscape screening adjacent to the addition's north elevation to reduce the visual bulk and mass of the addition's north wall. The Applicant shall provide a landscape and irrigation plan to the Department of Community Development prior to the issuance of building permits for the addition for review and approval. Landscape and irrigation improvements shall be installed prior to the issuance of a building permit final for the addition.

PASSED, APPROVED, AND ADOPTED this 23rd day of October, 2012.

MELODY CARRUTH, CHAIR

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. PA2012- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 23rd day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

ATTACHMENT 2

Letter of Justification

WBSA ARCHITECTS

To:	David Chantarangsu Community Development Director, City of Laguna Hills
From:	Mark La Fontaine
Date:	September 19, 2012
Re:	Memorial Care - 24302 Paseo de Valencia
Project #:	12061

The Memorial Care project at 24302 Paseo de Valencia includes tenant improvements of and an addition to an existing two-story medical office building within the Village Commerical zoning district. The addition of approximately 3,160 square feet on the first floor will house two new linear accelerators for use in radiation treatment of patients diagnosed with cancer. This addition will necessitate the removal of eleven parking stalls and an existing emergency generator and the relocation of an existing electrical transformer behind the building. Also as a part of this project, the existing non-compliant accessible parking stalls will be upgraded to meet current accessibility requirements.

The proposed project is an existing facility, originally approved by the County of Orange and constructed in approximately 1985 under the guidelines for development at that time. The proposed project includes an addition to the building utilizing the same character defining elements as the originally approved building. The addition is shorter than the existing building height and maintains the same architectural vernacular. All mechanical and electrical equipment are screened from public view and architecturally treated in a manner consistent with the development standards. Additional landscaping will be provided along the Northerly property line. The signage area will be within the development standards maximum allowable surface area.

The site was originally approved for the development of a cancer treatment center. The building was converted to an ambulatory surgery center and will now be converted back to a cancer treatment center. Based on findings prepared by the traffic consultant, the site is parked adequately for the proposed use.

The project is consistent with the General Plan, Office Professional Uses – 'Medical Office'. The design team and staff have consulted on the design of the proposed addition and have found the design to be consistent with applicable design guidelines.

The original building and the proposed addition are appropriate uses and the structural components of the building will be of industry standard for a medical service of this type. The addition will largely be constructed of poured-in-placed reinforced concrete, but will be treated on the exterior in a manner that matches the existing architectural features.

The proposed parking use permit is consistent with the intent and purpose of the Laguna Hills Development code, and the Village Commercial zoning district. Traditional 'Medical Office' use would require parking well in excess of that which will be generated by the proposed project. The lower demands of this type of medical service mitigates the impact on the parking requirements, and will not negatively affect neighboring properties. Parking designated for use by the neighboring bank is readily identifiable with signage. The proposed project would have no impact on the parking on that parcel, and in fact provides three additional stalls. 'Off-site' parking (stalls located within the neighboring Memorial Care parking structure) is designated for staff use only and is enforced by the facility.

300 Quail ● Newport Beach, California 92660 ● wbsarch.com ● 949.552.2061

ATTACHMENT 3

LINSCOTT LAW & GREENSPAN
engineers

Engineers & Planners
Traffic
Transportation
Parking

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Pasadena
Irvine
San Diego
Woodland Hills

September 20, 2012

Ms. Katie Crockett
City of Laguna Hills Planning Division
24035 El Toro Road
Laguna Hills, CA 92653

LLG Reference: 2.12.3314.1

Subject: **Parking Demand and Trip Generation Assessment for Saddleback Valley Outpatient Surgery Center (SVOP)**
Laguna Hills, California

Dear Ms. Crockett:

As requested, Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit the findings of a Parking Demand and Trip Generation Assessment we completed for the Saddleback Valley Outpatient Surgery Center (SVOP) building located at 24302 Paseo de Valencia in the City of Laguna Hills.

The existing two-story SVOP building consists of medical uses totaling 17,277 square feet (SF). The proposed expansion would add 4,161 SF of building area, of which approximately 3,160 SF would be for two linear accelerator vaults (i.e., radiation oncology equipment).

The proposed uses for SVOP would not be the same as a typical medical-dental office building that provides a wider variety of medical practices and specialty care services all concentrated within one building. SVOP's first floor is programmed for radiation oncology use, including support rooms such as patient dressing areas and conference/treatment planning rooms. The second floor would be dedicated to the diagnostics and treatment of cancer, and may act in conjunction with, or in support of, the first floor radiation oncology services to be provided by Memorial Care. Related medical uses for the proposed SVOP include: medical oncology, breast care/gynecology oncology (women's services), hematology oncology, radiation oncology, and nuclear medicine.

Briefly, our findings indicate that the proposed onsite supply for SVOP would be adequate in meeting SVOP's future parking demand, and that the expansion project would not impact parking for the adjoining Farmers and Merchants Bank (in fact, the SVOP project would add 3 spaces by extending a parking bay currently designated for the Bank). Requiring SVOP employees to park in Saddleback Memorial Medical Center's (SMMC's) employee-only parking structure along Calle de la Magdalena could easily be accommodated based on the structure's existing supply of 611 spaces

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and actual surplus of 151 spaces during the 10:00 AM peak hour (based on recent field studies). Additionally, based on the trip generation assessment conducted as part of this study, the SVOP project is expected to generate fewer trips than prior City approvals for the building as an Outpatient Surgery and Cancer Center; therefore, the proposed expansion will not require the preparation of a comprehensive traffic impact study.

PROJECT DESCRIPTION

Existing

As indicated above, the existing two-story SVOP building consists of medical uses totaling 17,277 SF. Prior City approvals for the building included development as an outpatient surgery center, cancer treatment center, arthritis center, and medical office.

Adjoining the SVOP building on the west, and sharing the same driveways on Paseo de Valencia and on Calle de la Plata, is the existing Farmers & Merchants Bank. The US Postal Service adjoins SVOP on the east, and SMMC's employee-only parking structure is located further to the east, along Calle de la Magdalena.

Proposed

The proposed expansion would add 4,161 SF of building area, of which approximately 3,160 SF would be for two linear accelerator vaults (i.e., radiation oncology equipment).

As described previously, the proposed uses for SVOP would not be the same as a typical medical-dental office building that provides a wider variety of medical practices and specialty care services all concentrated within one building.

SVOP's first floor is programmed for radiation oncology use, including support rooms such as patient dressing areas and conference/treatment planning rooms. The second floor would be dedicated to the diagnostics and treatment of cancer, and may act in conjunction with, or in support of, the first floor radiation oncology services to be provided by Memorial Care.

Related medical uses for the proposed SVOP include: medical oncology, breast care/gynecology oncology (women's services), hematology oncology, radiation oncology, and nuclear medicine.

Based on operational information provided by Memorial Care/SMMC, it is expected that the proposed SVOP would serve 24 employees (including 6 physicians) and 16 patients during the peak hour (or busiest time period for parking) of a typical weekday.

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Parking-Based Gross Floor Area (GFA)

For the purposes of parking calculations, the City of Laguna Hills exempts areas for vertical shafts, restrooms, utility shafts and excess common area/open patios where no service or seating occurs, from the GFA calculation of the building. This calculation essentially uses GFA as the starting point, and after reducing for the above named components, results in the building's GFA that becomes the basis of the parking calculation.

The parking-based GFA for the SVOP project consists of 9,219 SF on the first floor, of which 2,862 SF would be for the two linear accelerator vaults that do not generate additive parking demand, and 7,326 SF on the second floor.

PARKING SUPPLY

Existing Supply

Based on our field inventory, the existing onsite parking supply for SVOP totals 48 spaces. To the east of the SVOP project site, SMMC's employee-only parking structure (along Calle de la Magdalena) has an existing supply of 611 spaces.

An additional 41 spaces have been designated on the project site for the Farmers and Merchants Bank.

Future Supply

As part of the expansion project, the 11 physician-only spaces that exist north of the SVOP building would be removed. This would result in a future onsite supply of 37 spaces (48 less 11 spaces).

The project would also extend an existing parking bay that adjoins the SVOP building on the west, and this row of parking is currently designated for bank parking only. This would add 3 new spaces on the northern limit of that parking bay. It has not been determined whether those 3 new spaces would be allocated for SVOP's use or the Bank's.

EXISTING PARKING DEMAND

Table 1 presents the results of the parking demand counts conducted on Thursday, August 9, 2012. As shown, the peak demand for the existing SVOP totaled 42 spaces at 10:00 AM. Compared against the existing SVOP supply of 48 spaces, the 42-space demand corresponds to an actual surplus of 6 spaces during the 10:00 AM peak (there are greater surpluses during the other survey periods). The empirical parking ratio

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derived is 2.43 spaces per 1,000 SF (calculated by dividing 42 spaces by the existing building area of 17,277 SF).

On the same survey date, parking demand observations were also conducted along Calle de la Plata to determine the extent of SVOP-related on-street parking demand, plus any illegitimate parking in the Laguna Hills Mall parking lots located to the north. The survey results indicated that no SVOP visitor or employee parked along Calle de la Plata, or came from Mall parking lots. These results are validated by the fact that there are unoccupied spaces on the SVOP site.

Table 1 also shows the hourly parking demand for Farmers and Merchants Bank during the survey period, and indicates that the peak demand for the Bank was 36 spaces (occurred during the same 10:00 AM peak). The corresponding surplus is 5 spaces based on the 41-space supply for the Bank, and there were greater surpluses during the other hours of the day.

FUTURE PARKING DEMAND

Table 2 presents a summary of calculated parking demand based on prior City approvals (Items a. and b. *Table 2*), based on the application of empirical parking ratios to the parking-based GFA for the proposed SVOP (Items c. through f.), and based on a practical estimation from the number of employees and patients expected during the peak hour for the proposed SVOP (Item g.).

The top portion of *Table 2* indicates that parking studies completed in October 1984 and 1986 as part of prior project approvals by the City estimated a demand of 41 to 46 spaces for SVOP. The peak demand of 46 spaces was directly matched by the existing supply at that time.

The middle portion of *Table 2* presents the first step at estimating the parking needs of the proposed project. As previously discussed, an empirical parking ratio was derived in *Table 1* for the existing SVOP, corresponding to 2.43 spaces per 1,000 SF. When compared against the empirical ratio derived by LLG for similar facilities at Hoag Hospital of 2.31 spaces per 1,000 SF, it is evident that the SVOP-based ratio is a solid demand factor that can be applied in this study.

Application of the ratio of 2.43 spaces per 1,000 SF to the parking-based GFA for each floor yields a parking demand total of 33 spaces. It should be noted that the 2,862 SF of vaults for storing radiation oncology equipment on the first floor would not result in additive parking demand, and was therefore excluded from the calculations. To account for a 10% parking contingency, the demand was adjusted to 36 spaces. When compared against the future supply of 37 spaces, the 36-space demand corresponds to a surplus of 1 space. That surplus would be greater if the 3

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new spaces to be added by the project due to the expansion of the bank-designated parking bay are allocated to SVOP and accounted for in the parking calculations.

A second step was conducted to estimate SVOP's future parking needs, as summarized on the bottom portion of *Table 2*. This second step was also undertaken to validate the demand results from the first step of applying the empirical ratio to parking-based GFA. Based on 24 employees and 16 patients expected during the peak hour, and presuming that each person would drive alone, the estimated demand would be 40 spaces. Comparing against the 37-space future supply, there is a shortfall of 3 spaces, which could be adequately addressed if the 3 new spaces to be added by the SVOP project are allocated to SVOP. The nominal shortfall could also be addressed by requiring SVOP employees to park in SMMC's employee-only parking structure along Calle de la Magdalena. SVOP employees could easily be accommodated in the SMMC structure because the parking facility is only available to SMMC employees (so any actual or perceived parking issues regarding SMMC patients would be unrelated), its existing supply of 611 spaces for employees is plentiful, and there is an actual surplus of 151 spaces in the structure during the 10:00 AM peak hour (based on recent field studies).

Based on the above findings, we conclude that the proposed onsite supply for SVOP would be adequate in meeting SVOP's future parking demand, and that the expansion project would not impact parking for the adjoining Farmers and Merchants Bank. Also, requiring SVOP employees to park in SMMC's employee-only parking structure along Calle de la Magdalena could easily be accommodated.

TRIP GENERATION ASSESSMENT

Table 3 presents the trip generation assessment for the project, and indicates that the SVOP project is expected to generate fewer trips than prior City approvals for the building as an Outpatient Surgery and Cancer Center; therefore, the proposed expansion will not require the preparation of a comprehensive traffic impact study (i.e., forecast would result in less than 50 net additional peak hour trips[1]).

• • • • •

1 Per the City's criteria, the preparation of a traffic impact study for future developments that would generate 50 or more peak hour trips in the Laguna Hills Urban Village area is typically required. This study is intended for determining the potential, significant impacts of a Project, and the corresponding mitigation measures or physical improvements to streets and intersections in the vicinity of the Project.

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engineers

We appreciate the opportunity to provide this analysis. Please call us if you have any questions.

Sincerely,
Linscott, Law & Greenspan, Engineers

Trissa (de Jesus) Allen, P.E.
Senior Transportation Engineer

Attachments

LINSCOTT LAW & GREENSPAN engineers

TABLE 1
EXISTING PARKING DEMAND SUMMARY
(Thursday, 8/9/12 Survey)

Time	SVOP [a]						Farmers & Merchants Bank	
	Patients/Visitors		Physicians		SVOP Total			
	Supply = 37		Supply = 11		Supply = 48		Supply = 41	
	Spaces Occupied	% Occupied	Spaces Occupied	% Occupied	Spaces Occupied	% Occupied	Spaces Occupied	% Occupied
8:00 AM	23	*62%*	5	*45%*	**28**	***58%***	12	*29%*
9:00 AM	34	*92%*	6	*55%*	**40**	***83%***	28	*68%*
10:00 AM	**36**	***97%***	**6**	***55%***	**42**	***88%***	**36**	***88%***
11:00 AM	32	*86%*	6	*55%*	**38**	***79%***	26	*63%*
12:00 PM	28	*76%*	4	*36%*	**32**	***67%***	22	*54%*
1:00 PM	21	*57%*	3	*27%*	**24**	***50%***	19	*46%*
2:00 PM	19	*51%*	2	*18%*	**21**	***44%***	24	*59%*
3:00 PM	17	*46%*	2	*18%*	**19**	***40%***	26	*63%*
4:00 PM	13	*35%*	2	*18%*	**15**	***31%***	19	*46%*

Existing SVOP Peak Parking Demand: 42
Existing SVOP Parking Supply: 48
Existing SVOP Surplus: 6
Empirical Parking Ratio (42 spaces / 17,277 SF): 2.43

Note:
[a] Parking counts were also conducted along Calle de la Plata to determine the extent of SVOP-related on-street parking demand, plus any illegitimate parkers in Laguna Hills Mall lots. The survey results indicated that no SVOP visitor or employee parked along Calle de la Plata, or came from Mall parking lots.

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TABLE 2
PARKING SUMMARY

DESCRIPTION	SPACES
PRIOR CITY APPROVALS	
a. **Saddleback Outpatient Surgery and Cancer Treatment Center**	
(October 1984 Study prepared by Basmaciyan-Darnell, Inc.)	
Outpatient Surgery and Cancer Treatment Center	
Total of 16,768 SF GFA	
27 employees (physicians and staff) during peak hour	
14 patients during peak hour	
41 parking spaces required (demand)	**41**
47 spaces provided (supply)	
Home Federal Savings and Loan	
Total of 10,907 SF GFA	
44 parking spaces required per City Code (at 4 sp per 1,000 SF)	
40 spaces provided (supply)	
Total Demand:	**85**
Total Supply:	**87**
Total Surplus:	**2**
b. **Saddleback Outpatient Surgery, Arthritis Center, and Unleased Space**	
(October 1986 Study prepared by Basmaciyan-Darnell, Inc.)	
Outpatient Surgery Center: 22 spaces required	
Arthritis Treatment Center: 18 spaces required	
Unleased Space: 6 spaces required	
46 spaces total required	
SVOP Demand:	**46**
SVOP Supply:	**46**
Total Surplus:	**0**
PARKING DEMAND CALCULATION BASED ON SF GFA	
c. Empirical Parking Ratio for Existing SVOP (derived from *Table 1*)	
2.43 spaces per 1,000 SF GFA	
d. Empirical Parking Ratio from Similar Facilities at Hoag Hospital	
2.31 spaces per 1,000 SF GFA	
e. **Proposed SVOP Parking-Based GFA:**	
6,357 SF GFA of radiation oncology & ancillary uses on 1st floor	
2,862 SF GFA of vaults (storing radiation oncology equipment) on 1st floor	
7,326 SF GFA of cancer diagnostics/treatment & ancillary uses on 2nd floor	
16,545 SF GFA total	
f. **First Floor Parking Requirement:**	
2.43 spaces per 1,000 SF GFA x 6,357 SF GFA =	**15**
(2,862 SF GFA of vaults would not generate additive parking demand)	
Second Floor Parking Requirement:	
2.43 spaces per 1,000 SF GFA x 7,326 SF GFA =	**18**
Total Future Demand for Proposed SVOP:	**33**
Add 10% Contingency:	**3**
Adjusted Future Demand for Proposed SVOP:	**36**
Future Parking Supply (48 existing spaces less 11 spaces to be removed):	**37**
Parking Surplus (+) or Deficiency (-):	**1**
New Spaces Added Due to Expansion of Bank-Designated Parking Bay:	**3**
PARKING DEMAND CALCULATION BASED ON ANTICIPATED NUMBER OF EMPLOYEES AND PATIENTS	
g. **Anticipated Number of Persons for Proposed SVOP:**	
24 employees (including 6 physicians) during peak hour	
16 patients during peak hour	
SVOP Future Demand:	**40**
SVOP Future Supply:	**37**
Parking Surplus (+) or Deficiency (-):	**(3)**
New Spaces Added Due to Expansion of Bank-Designated Parking Bay:	**3**
Note: SVOP employees will be required to park in SMMC's employee-only 611-space parking structure; recent parking demand counts in that structure indicated an actual surplus of 151 spaces during the 10:00 AM peak hour	

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TABLE 3
PROJECT TRIP GENERATION ESTIMATES

Description	Weekday (vehicle trips)					
	AM Peak Hour			PM Peak Hour		
	In	**Out**	**Total**	**In**	**Out**	**Total**
<u>Per Prior City Approval</u>						
Saddleback Outpatient Surgery and Cancer Treatment Center (October 1984 Study prepared by Basmaciyan-Darnell, Inc.)	28	4	32	5	22	27
<u>Proposed SVOP Project</u>						
Employees (24 persons)	16	nom	16	nom	16	16
Patients (16 persons)	8	nom	8	2	4	6
Total Proposed:	**24**	**nom**	**24**	**2**	**20**	**22**
Proposed Minus Prior Approval (Net Vehicle Trips):	**(4)**	**(4)**	**(8)**	**(3)**	**(2)**	**(5)**
Exceeds 50 Peak Hour Trip Threshold? (Yes/No):	-	-	**No**	-	-	**No**

ATTACHMENT 4

10/23/2012 ITEM NO. 5.4.1

MEMORIAL CARE

TABLE OF CONTENTS

SK-0	TITLE SHEET
SK-1	SITE PLAN - PROPOSED
SK-2	FLOOR PLANS - EXISTING / DEMO
SK-3	FLOOR PLANS - PROPOSED
SK-4	EXTERIOR ELEVATIONS - PROPOSED

PROJECT INFORMATION

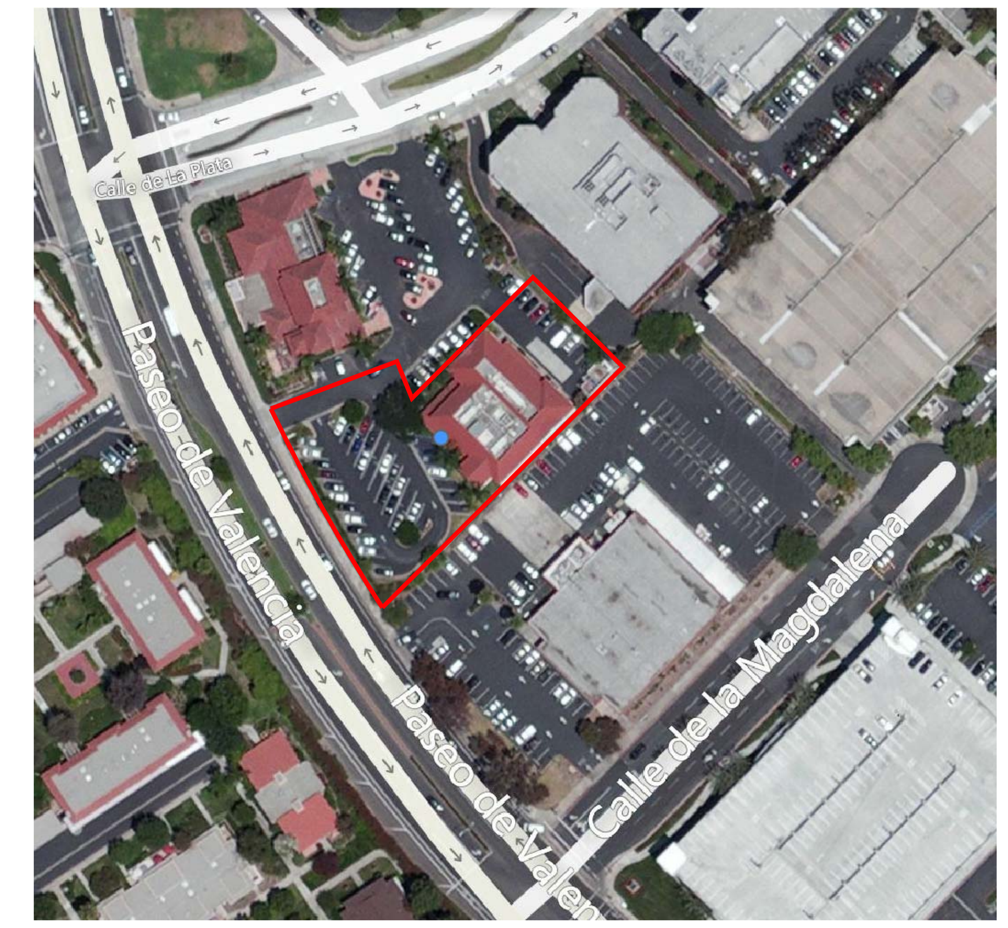
SITE AREA			± 34,658 S.F. (± .79 AC.)
BUILDING AREA			
EXISTING:		FIRST FLOOR:	± 9,392 S.F.
		SECOND FLOOR:	± 7,885 S.F.
		TOTAL FLOOR AREA :	± 17,277 S.F.
PROPOSED:		FIRST FLOOR:	± 12,597 S.F.
		SECOND FLOOR:	± 8,841 S.F.
		TOTAL FLOOR AREA:	± 21,438 S.F.
F.A.R.			
EXISTING:			.50
PROPOSED:			.62
LANDSCAPE COVERAGE PERCENTAGE			
PROPOSED:			15.4% (± 5,321 S.F.)
PARKING TABULATION:			
EXISTING:		STANDARD STALLS:	40
		ACCESSIBLE STALLS:	2 (NON-COMPLIANT)
		TOTAL STALLS:	42
PROPOSED:		STANDARD STALLS:	29
		ACCESSIBLE STALLS:	2
		TOTAL STALLS:	31

NOTE: 3 ADDITIONAL STALLS ARE PROVIDED ON ADJACENT PARCEL

PARKING BASED G.F.A.:	FIRST FLOOR:	± 9,219 S.F.
	SECOND FLOOR:	± 7,326 S.F
	TOTAL:	± 16,545 S.F.

PROJECT DESCRIPTION

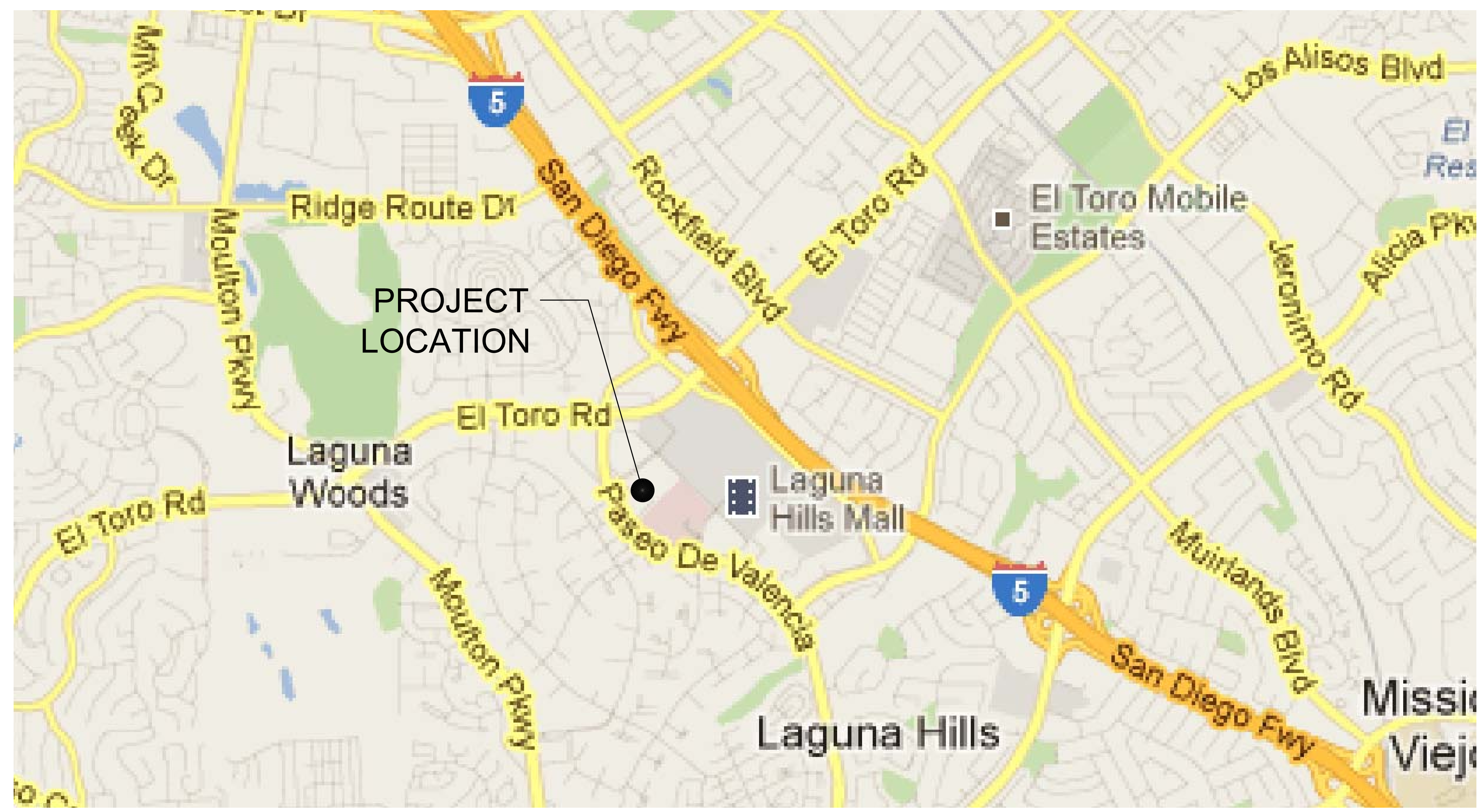
THIS PROJECT INCLUDES TENANT IMPROVEMENTS OF APPROXIMATELY 13,622 S.F. OF AN EXISTING TWO-STORY MEDICAL OFFICE BUILDING, THE ADDITION OF APPROXIMATELY 3,160 SF OF NEW BUILDING AREA FOR TWO LINEAR ACCELERATOR VAULTS AND SUPPORTING ROOMS, THE RELOCATION OF AN EXISTING ELECTRICAL TRANSFORMER THE REMOVAL OF AN EXISTING EMERGENCY BACK-UP GENERATOR, AND UPGRADES TO THE EXISTING ACCESSIBLE PARKING STALLS AND PATH OF TRAVEL TO COMPLY WITH CURRENT ACCESSIBILITY REQUIREMENTS.



AERIAL MAP

NOT TO SCALE

N



VICINITY MAP

SCALE: 1" = ¼ MILE

0 ⅛ ¼ ½ 1

N

MEMORIALCARE HEALTH SYSTEM
Excellence in Health Care

TITLE SHEET

24302 Paseo de Valencia, Laguna Hills, CA 92653

SK-0

WBSA ARCHITECTS

10/23/2012 ITEM NO. 5.4.1

MEMORIALCARE HEALTH SYSTEM
Excellence in Health Care

SITE PLAN - PROPOSED

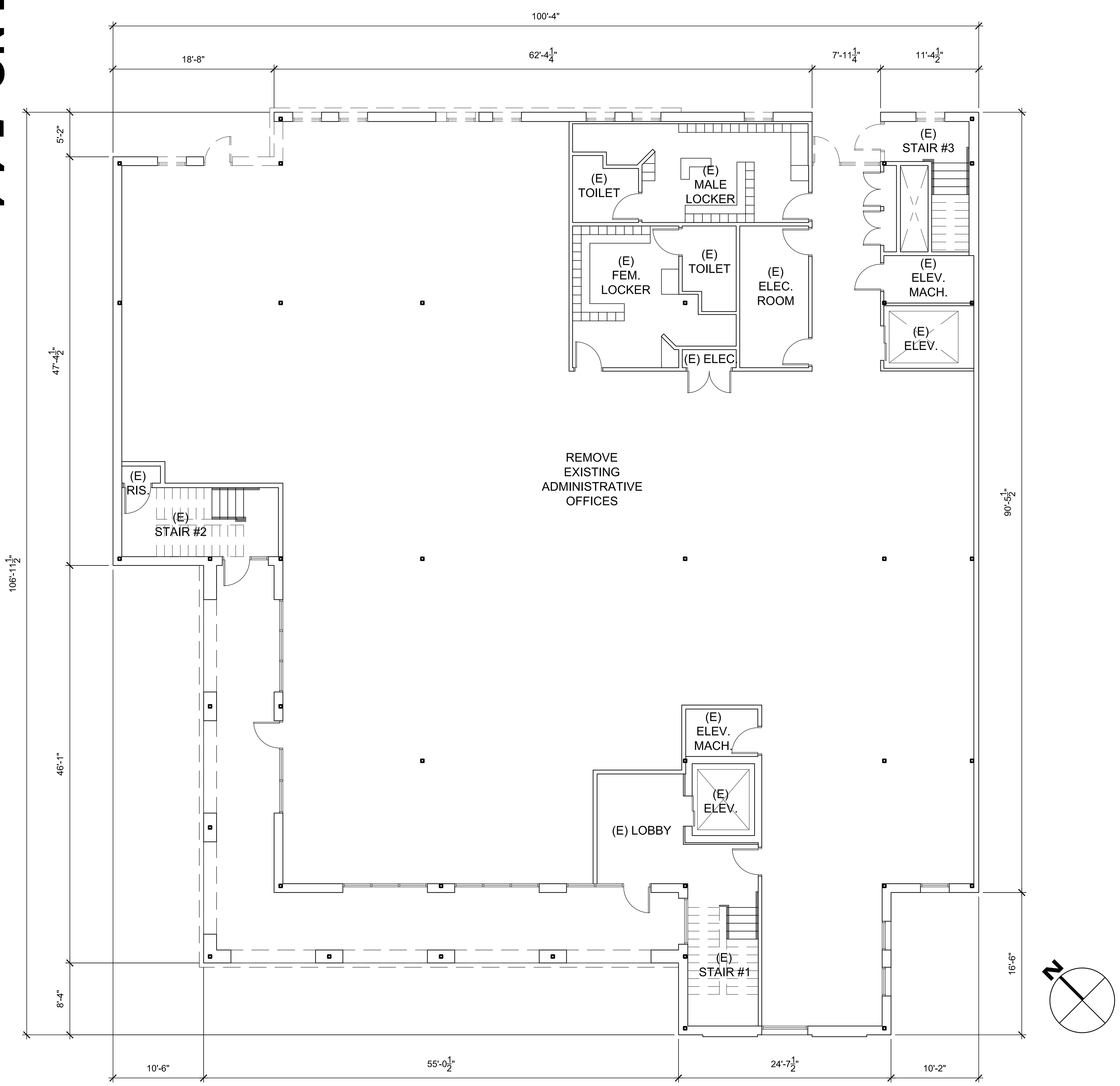
24302 Paseo de Valencia, Laguna Hills, CA 92653

SK-1

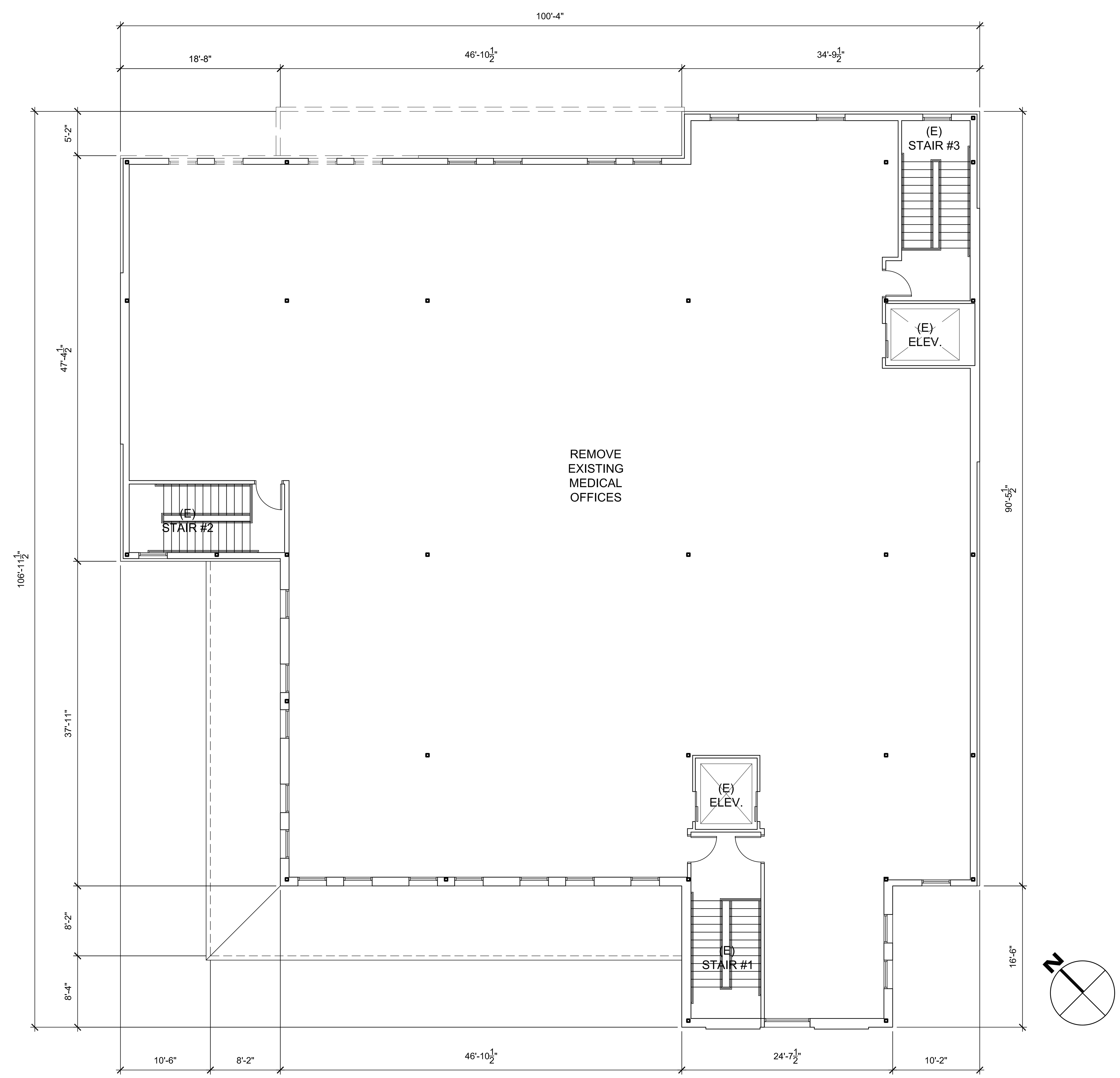
SCALE: 1" = 10'

WBSA ARCHITECTS

10/23/2012 ITEM NO. 5.4.1



FIRST FLOOR



SECOND FLOOR

SK-2

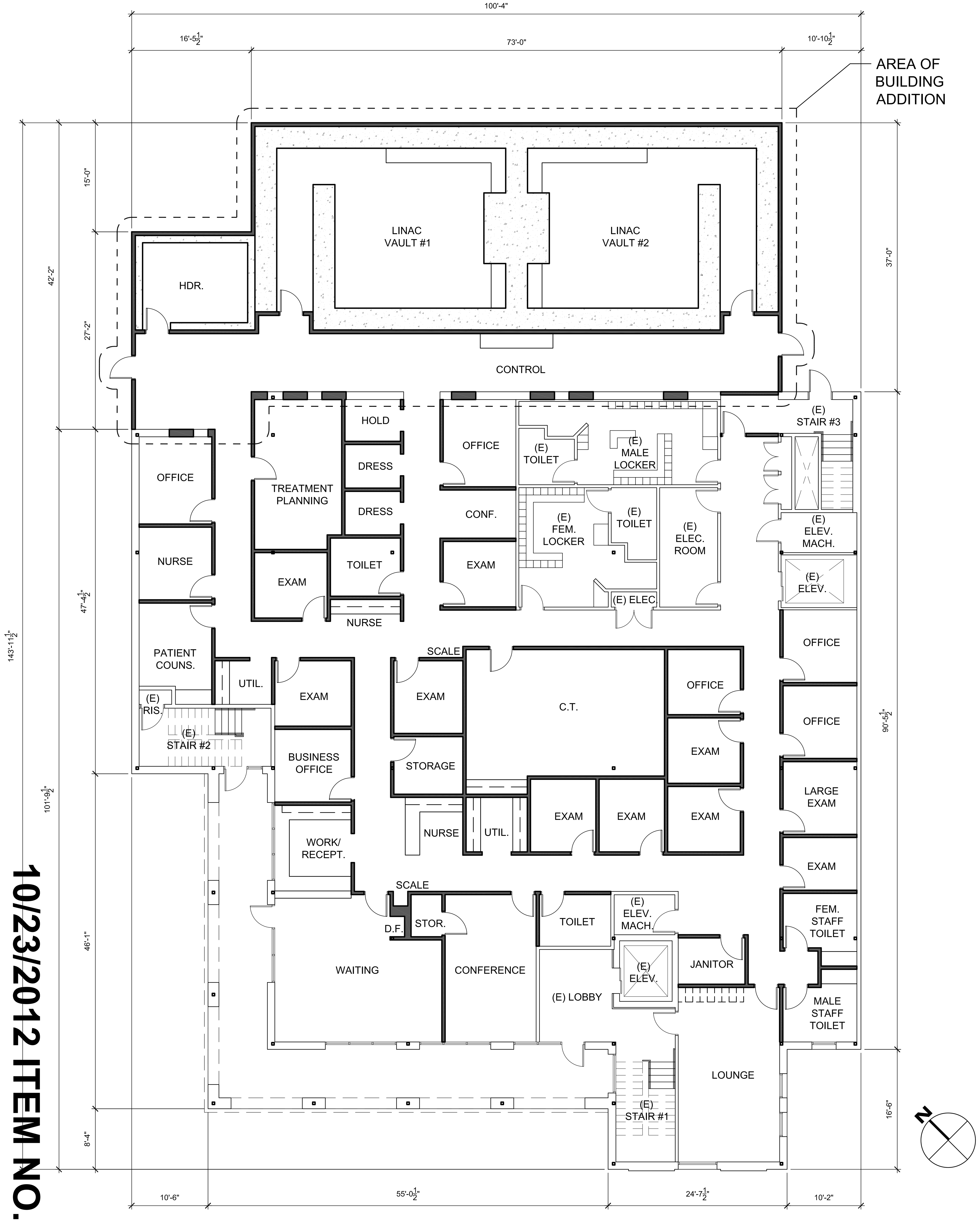
FLOOR PLANS - EXISTING / DEMO

24302 Paseo de Valencia, Laguna Hills, CA 92653

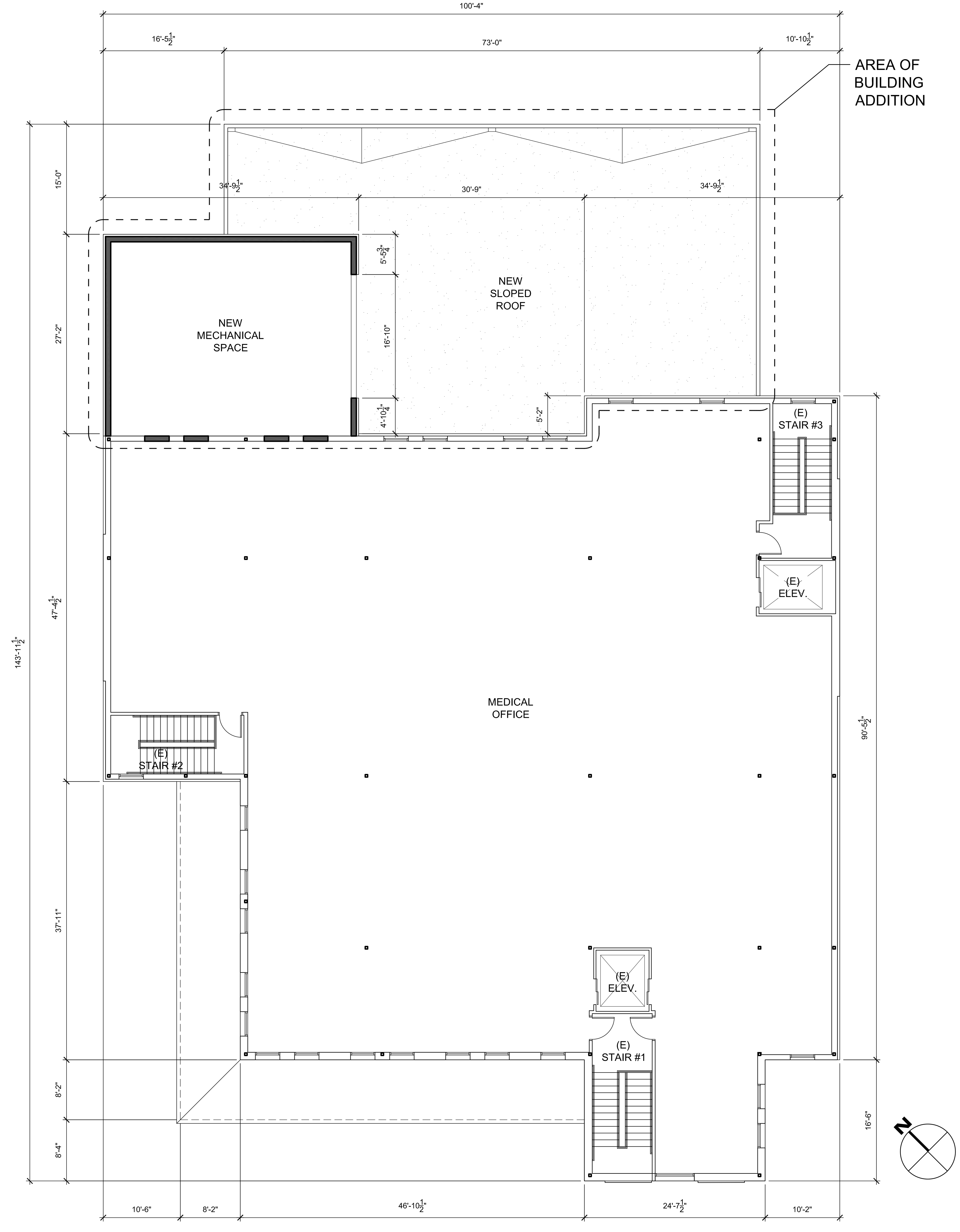
MEMORIALCARE HEALTH SYSTEM
Excellence in Health Care

SCALE: ⅛" = 1'-0"

WBSA ARCHITECTS



FIRST FLOOR



SECOND FLOOR

SK-3

FLOOR PLANS - PROPOSED

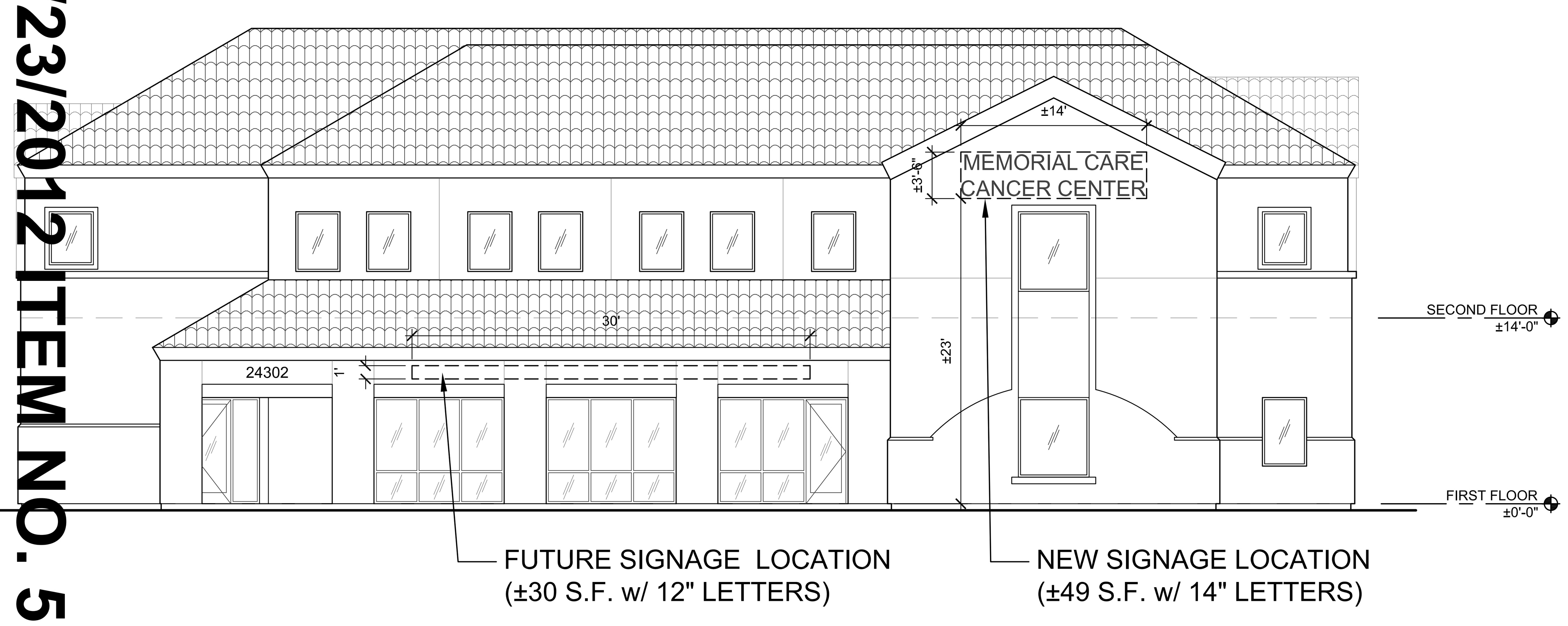
MEMORIALCARE HEALTH SYSTEM
Excellence in Health Care

24302 Paseo de Valencia, Laguna Hills, CA 92653

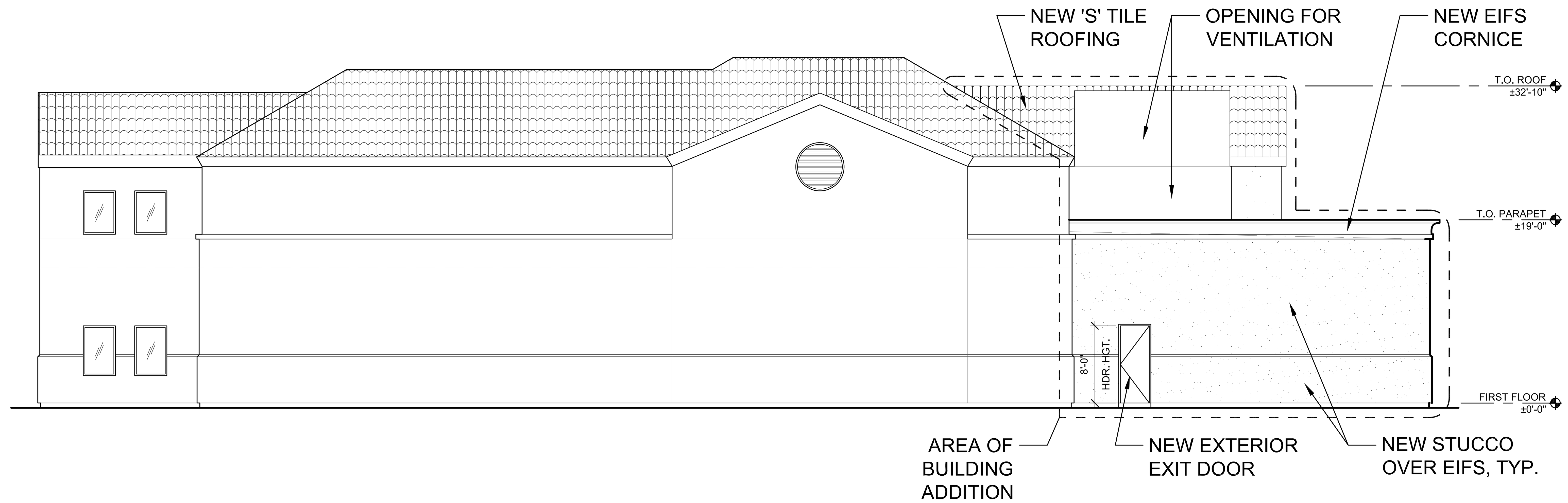
SCALE: ⅛" = 1'-0" 0 1 2 4 8 16

WBSA ARCHITECTS

10/23/2012 ITEM NO. 5.4.1

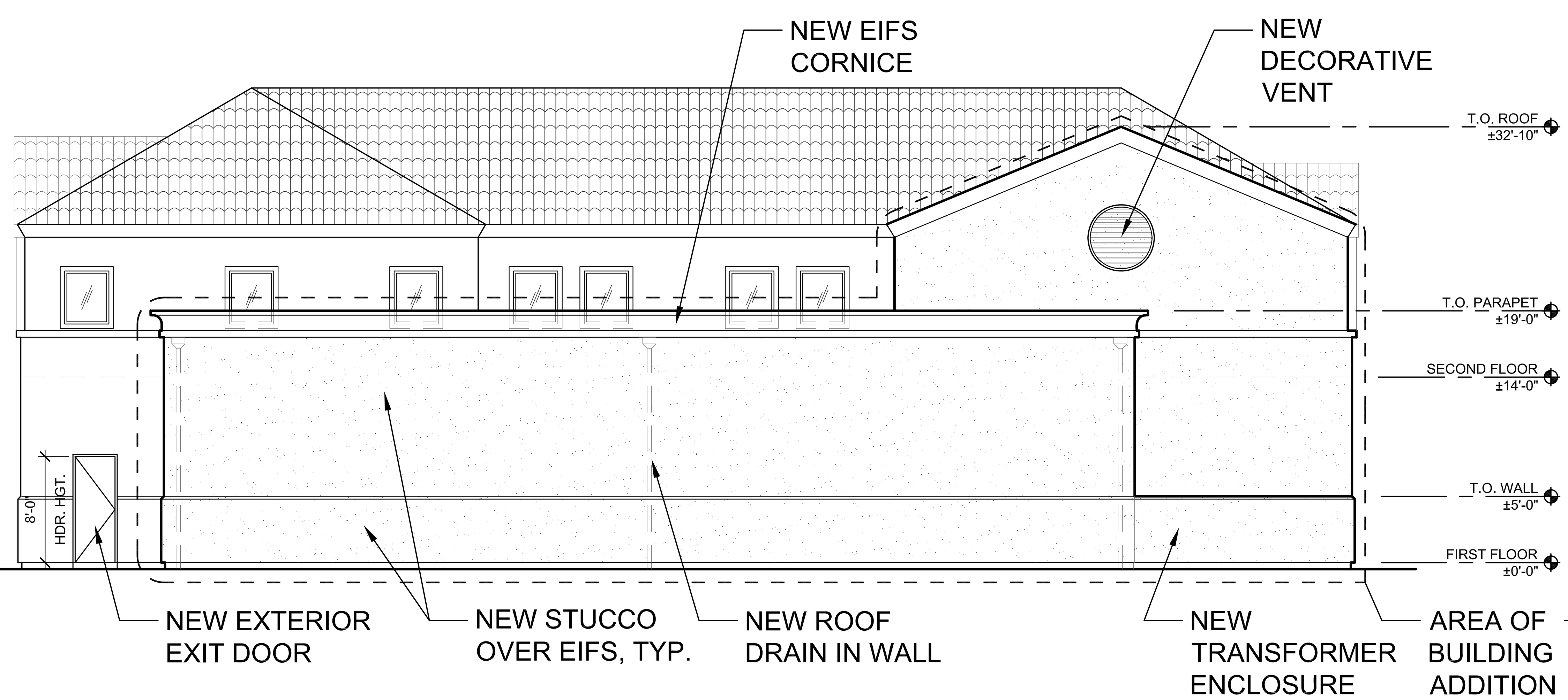


SOUTH ELEVATION - EXISTING / PROPOSED

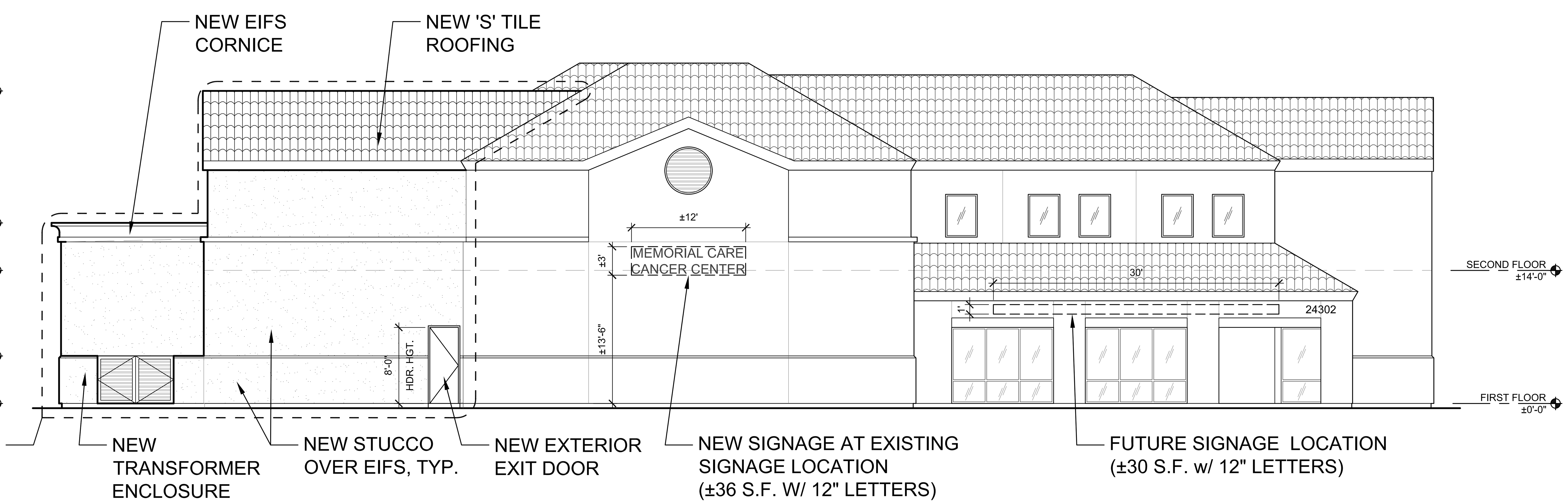


EAST ELEVATION - PROPOSED

TOTAL PROPOSED SIGNAGE: ±145 S.F.



NORTH ELEVATION - PROPOSED



WEST ELEVATION - PROPOSED

MEMORIALCARE
HEALTH SYSTEM
Excellence in Health Care

EXTERIOR ELEVATIONS

24302 Paseo de Valencia, Laguna Hills, CA 92653

SK-4

SCALE: ⅛" = 1'-0" 0 1 2 4 8 16

WBSA
ARCHITECTS

City of Laguna Hills
City Council Meeting Agenda
Staff Report

DATE: OCTOBER 23, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: GREGORY E. SIMONIAN
CITY ATTORNEY

ISSUE: APPOINTMENT OF LABOR NEGOTIATOR

RECOMMENDATION: THAT THE CITY COUNCIL SELECT AND APPOINT A DESIGNATED REPRESENTATIVE FOR PURPOSES OF CONDUCTING LABOR NEGOTIATIONS WITH THE CITY MANAGER, AN UNREPRESENTED EMPLOYEE.

SUMMARY:

State law authorizes the City Council to hold closed sessions with the City's designated labor representative regarding the compensation of unrepresented employees, such as the City Manager; however, prior to the closed session the City Council is required to hold an open session in which the Council's labor representative is identified and designated. It is recommended that the City Council designate John Goss of Ralph Andersen & Associates, Inc., to serve as labor representative in connection with the annual performance evaluation of the City Manager, an unrepresented employee, and to facilitate the annual performance evaluation.

BACKGROUND:

The City has the option of retaining a consultant to facilitate the annual performance evaluation of the City Manager. In addition, pursuant to Government Code §54957.6, the City Council is authorized to select and appoint an individual to serve as its designated representative for purposes of conducting closed session meetings with its authorized labor negotiator to discuss the compensation of the City Manager, an unrepresented employee.

A closed session meeting of the City was conducted on October 9, 2012, for the purpose of (a) commencing the process for conducting the annual performance evaluation of the City Manager and (b) allowing the City Council to determine the criteria for such evaluation, the process and procedures for conducting the evaluation, and for discussing other preliminary matters concerning how the annual performance evaluation should be conducted, including a determination as to whether a professional facilitator should be retained and whether to designate an authorized labor negotiator. The performance evaluation was commenced during closed session on October 9, 2012, and was continued to the regular meeting of October 23, 2012, and will continue thereafter as scheduled until completed.

DISCUSSION/ANALYSIS:

Government Code §54957 allows closed sessions for the purpose of conducting a public employee performance evaluation. According to case law, evaluation of performance is not limited to a comprehensive review of the employee's performance, but may include examination of particular instances of job performance. It may also include consideration of the criteria for such evaluation, the process for conducting the evaluation, and other preliminary matters to the extent those matters constitute an exercise of the City Council's discretion in evaluating a particular employee and actions relating to a finding that the evaluation is satisfactory. (See, *Joe Duval v. Board of Trustees of the Coalinga-Huron Joint Unified School District* (2001) 93 Cal.App.4th 901.)

Government Code §54957.6 allows the City Council to select and identify its designated representative for purposes of conducting a closed session meeting with its authorized labor negotiator to discuss compensation of the City Manager, an unrepresented employee. To do so, however, the City Council must place the appointment of a labor negotiator on the open and public session of the agenda and select a labor negotiator prior to convening in closed session to review its position and prior to giving instruction to its designated representative. Under the Brown Act, however, the City Council must take "final action" on changes to salary or other compensation, if any, in open session after conducting the annual performance evaluation.

FISCAL IMPACT:

The proposed professional consulting fees for labor representative and facilitator services by John Goss of Ralph Andersen & Associates, Inc., shall not exceed $15,000.

ATTACHMENTS:

- Proposed Consulting Services Agreement with Ralph Andersen & Associates, Inc.

CONSULTING SERVICES AGREEMENT
Ralph Andersen & Associates, Inc.
Labor Representative and Performance Evaluation Facilitator Services for 2012 Annual City Manager Performance Evaluation

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made, entered into, and effective this ____th day of October 2012 by and between the City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("City"), and Ralph Andersen & Associates, Inc., a California corporation ("Consultant").

RECITALS

A. City requires the services of a professional labor negotiator and facilitator to serve as its designated representative, pursuant to Government Code Section 54957.6, with regard to the 2012 annual performance evaluation of the City Manager and to facilitate completion of the annual performance evaluation of the City Manager ("Project").

B. Consultant has submitted to City a proposal, dated October 5, 2012, to provide professional labor representative services to City pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Consultant for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the professional labor negotiator and annual performance evaluation facilitator services to City as described in the Scope of Services/Work, dated October 5, 2012, attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A". Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total contract amount shall not exceed fifteen thousand dollars ($15,000).

3.2 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month, submit to City in the form approved by City's finance manager, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect from the effective date until the Project is completed.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: **JOHN GOSS, SENIOR ASSOCIATE**. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

Name:	Title:
John Goss	Senior Associate

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

6.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least one million dollars ($1,000,000.00) per occurrence, two million dollars ($2,000,000.00) in the general aggregate, and one million dollars ($1,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language;

B. Automobile liability insurance with limits of at least one million dollars ($1,000,000.00) per occurrence;

C. Workers' Compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

6.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund.

6.1.3 Verification of Coverage. Consultant shall furnish City with both original certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

6.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, directors, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, which Claims arise out of or are related to Consultant's negligence or willful misconduct under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. RECORDS AND REPORTS

7.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorney Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

8.7 Counterparts. This Agreement may be signed in counterpart, each of which shall constitute an original.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of City Officers and Employees. No officer, director, official, or employee of City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, CA 92653
To Consultant:	Ralph Andersen & Associates, Inc. Attention: Heather Renschler 5800 Stanford Ranch Road, Suite 410 Rocklin, California 95765

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Laguna Hills

Date:______________________ By: ______________________
Bruce E. Channing,
City Manager

APPROVED AS TO FORM: **ATTEST**

By: ______________________
Gregory E. Simonian,
City Attorney

By: ______________________
Peggy J. Johns,
City Clerk

"CONSULTANT"
Ralph Andersen & Associates, Inc.

Date: ______________________ By : ______________________
Heather Renschler,
President/CEO

EXHIBIT "A"

CONSULTANT'S
SCOPE OF SERVICES/WORK
Dated October 5, 2012

Including,

Schedule of Fees

And

Schedule of Performance

Ralph Andersen & Associates

October 5, 2012

Mr. Bruce Channing
City Manager
City of Laguna Hills
324035 El Toro Road
Laguna Hills, California 92653

Via Email: bchanning@ci.laguna-hills.ca.us

Dear Mr. Channing:

Ralph Andersen & Associates would be pleased to assist the Laguna Hills City Council in conducting the performance evaluation of its City Manager, Bruce Channing. The evaluation process will begin with the distribution of the performance evaluation forms at the City Council of October 9, 2012 and be completed during November, 2012, unless extended by direction of the City Council.

To provide this assistance we propose the services of John Goss, Senior Associate. Mr. Goss has over 40 years of city and county management experience. His professional biography is presented later in this proposal.

The terms of this proposal are as follows:

- Professional Services: $150 per hour, with travel time billed at 50% rate or $75 per hour;
- Expenses: Travel, which will include mileage, meals, and lodging, if necessary.

Professional services include reviewing and evaluating the results of the performance evaluation tool; providing a report to the City Council after this evaluation is completed; facilitating a meeting with the City Council, assisting them in completing their assessment of the City Manager's performance, and communicating this assessment and any other messages to the City Manager.

It should be noted that Ralph Andersen & Associates is comfortable with the performance evaluation form that is proposed to be used for this process. Part of this engagement includes the distribution, along with explanation of the use, of this form, to the City Council for completion in advance of the December 13, 2011 Council meeting.

It is understood that in providing these professional services, Mr. Goss will be working directly for the City Council and will be representing them in any discussions and/or negotiations with the City Manager.

John Goss

John Goss, Senior Associate, has over 40 years of local government experience. Mr. Goss was City Manager of Alameda from 1973 – 80 and Chula Vista from 1983 – 98. He also served the City of Oakland as General Services Director from 1980 – 83. In addition, Mr. Goss was Assistant County Administrator, San Bernardino County from 1999 – 2004. More recently during 2011, Mr. Goss served as Interim City Administrator, City of Carmel-by-the-Sea. As a beginning professional, before becoming a city manager, he held professional positions with the cities of Phoenix, San Diego, and Fremont.

As a city manager, Mr. Goss developed a keen understanding of the Council-Manager form of government, and particularly the city council/city manager relationship. This was reflected in the early use (1980s) of goal setting, measurement and achievement in the annual city manager performance reviews in Chula Vista. These reviews were based on the setting of mutual council/city manager goals and measuring their accomplishment by the next review period.

In addition to city manager goal setting, measurement and achievement, Mr. Goss also facilitated overall Council/community goal setting with the Chula Vista City Council. This involved goal identification and prioritization.

During these processes Mr. Goss used the approach of ensuring full and complete discussion by the City Council. Mr. Goss is adept at creating an atmosphere where participants can provide meaningful input in a comfortable setting. A thorough conversation regarding the results of the evaluation tool used was encouraged and was vital to the city manager evaluation process. Of course, the confidentiality of this evaluation process was maintained.

Mr. Goss achieved success in supporting the efforts of the Chula Vista City Council through the city manager goal setting/evaluation process, community goal setting prioritization process, along with other efforts to assist the Council in achieving their policy and legislative objectives. This success was recognized when Mr. Goss received the Mark E. Keane Award of Excellence in 1991. This is a singular award and, at that time, was the highest award given by the International City/County Management Association (ICMA).

Mr. Goss also has a significant background in labor and business negotiations. As the Assistant City Manager in Alameda, he negotiated with four labor unions over a period of six years. As City Manager in Alameda and Chula Vista he oversaw the work of the City's labor negotiators. He also negotiated the salaries and fringe benefits of the City's Department Heads for review and approval by the City Council.

In terms of possessing a broader negotiation skill set, Mr. Goss negotiated many business agreements. These included successful negotiations with Home Depot, Costco, Wal-Mart, Sears, neighborhood shopping center developers, business parks, auto dealers (relocation), historic downtown businesses, San Diego County, school and water districts, the State Coastal Commission, and the Port of San Diego. He also negotiated several special redevelopment projects such as the Cricket Wireless Amphitheater, Knox' Soak City, the Chula Vista Nature Center, and the Chula Vista Olympic Training Center.

Mr. Goss is recognized as a leader in the city management profession during the course of his career. This is supported by the following accomplishments and awards:

- President, City Managers' Department, League of California Cities;
- President, City/County Managers' Association, San Diego County;
- President, Municipal Management Assistants of Northern California;
- Recipient, Mark E. Keane Award of Excellence, International City/County Management Association (ICMA);
- Recipient, 40 year service award for public service in local government, ICMA;
- Receipt of five Helen Putnam Awards by the City of Chula Vista, League of California Cities;

- Distinguished Alumni, College of Arts and Humanities, California State University, Fresno.

Mr. Goss received a Bachelor of Arts in Political Economy, Fresno State, and a Masters of Public Administration, USC. He also taught a graduate seminar in municipal management at San Diego State University for 11 years.

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Should you need any additional information, please feel free to call me at (916) 630-4900.

Respectfully Submitted,

Heather Renschler

Heather Renschler