



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
MAY 28, 2013**

**Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Barbara D. Kogerman, Mayor

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

**Melody Carruth, Council Member
Dore J. Gilbert, M.D., Council Member**

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

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

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

CLOSED SESSION - CONVENING AT 6:00 PM

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.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: Teresa Martinez Ruiz, Elvira Jimenez Martinez, and Clemente Jimenez vs. MV Transportation, Inc., Kathleen Larkin, Orange County Transportation Authority, City of Laguna Hills, and the County of Orange.
Name of Court: Orange County Superior Court; Department C22
Case No.: 00587582

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1 Potential Case)

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

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 AMANDA JAFFE.

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, MAY 14, 2013**

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE MAY 14, 2013, REGULAR MEETING.

4. CONSENT CALENDAR

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

4.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARE THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 28, 2013

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$861,775.45.

4.3 PROGRESS PAYMENT NO. 25 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 25, IN THE NET AMOUNT OF \$1,454.50, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

4.4 FACILITY OPERATIONS OF THE ROLLER HOCKEY RINK BY CALIFORNIA STREET HOCKEY

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE A ONE YEAR EXTENSION TO THE AGREEMENT FOR FACILITY OPERATIONS OF THE ROLLER HOCKEY RINK WITH CALIFORNIA STREET HOCKEY ASSOCIATION AND AUTHORIZE THE CITY MANAGER TO SEND A LETTER TO CALIFORNIA STREET HOCKEY ASSOCIATION TO ACKNOWLEDGE THE EXTENSION.

4.5 PROGRESS PAYMENT NO. 1 FOR CIVIC CENTER SUITE 100B IMPROVEMENTS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$13,822.50, TO INNOVATIVE BUILDERS & DESIGN, FOR CIVIC CENTER SUITE 100B IMPROVEMENTS.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 PUBLIC COMMENTS

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

5.3 MINUTES

5.3.1 REGULAR MEETING, MAY 14, 2013

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE MAY 14, 2013, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 SDPM/MSP NO. 3-13-2531, A REQUEST BY VINTAGE REAL ESTATE, LLC, ON BEHALF OF THE PROPERTY OWNER, MOULTON LA PAZ, LLC, FOR A NEW MASTER SIGN PROGRAM FOR THE SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY

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, GRANTING SDPM/MSP NO. 3-13-2531, A REQUEST BY

VINTAGE REAL ESTATE, LLC, ON BEHALF OF THE PROPERTY OWNER, MOULTON LA PAZ, LLC, FOR A NEW MASTER SIGN PROGRAM FOR THE SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY."

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

- 6.1 MINOR GENERAL PLAN AMENDMENT NO. 04-13-2547, AN AMENDMENT TO THE LAGUNA HILLS GENERAL PLAN MOBILITY ELEMENT TO REFLECT CHANGES MADE TO THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING FOR MINOR GENERAL PLAN AMENDMENT NO. 04-13-2547; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING MINOR GENERAL PLAN AMENDMENT NO. 04-13-2547, AN AMENDMENT TO THE LAGUNA HILLS GENERAL PLAN MOBILITY ELEMENT TO REFLECT CHANGES MADE TO THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS."

- 6.2 PUBLIC HEARING ON 2013 WEED, RUBBISH AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, RECEIVE AND CONSIDER ALL OBJECTIONS; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND.

7. ADMINISTRATIVE REPORTS

- 7.1 City Manager

- 7.2 City Clerk

- 7.2.1 DESIGNATION OF VOTING DELEGATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

RECOMMENDATION: THAT THE CITY COUNCIL APPOINT MAYOR KOGERMAN AS THE VOTING DELEGATE AND APPOINT MAYOR PRO TEMPORE BLOUNT AS THE ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE.

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

ADJOURNMENT

The next Regular Meeting of the City Council will be June 11, 2013, 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 May 24, 2013, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

May 24, 2013

DATE

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

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

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

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
MAY 14, 2013**

CALL TO ORDER

Mayor Kogerman called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24305 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Blount

ROLL CALL OF CITY COUNCIL MEMBERS

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

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 AMANDA JAFFE.

1.2 CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION 1422 GOLD AWARD WINNER

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO MEMBERS OF THE LAGUNA HILLS AYSO REGION 1422.

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM COMMITTEE CHAIR MIKE BLAND.

1.4 PRESENTATION BY ORANGE COUNTY FIRE AUTHORITY ON POOL SAFETY AND KITCHEN FIRE PREVENTION PROGRAMS

THE CITY COUNCIL RECEIVED A PRESENTATION FROM OCFA ON POOL SAFETY AND KITCHEN FIRE PREVENTION PROGRAMS.

2. PUBLIC COMMENTS

There were no Public Comments.

3. MINUTES

3.1 REGULAR MEETING, APRIL 23, 2013

MOTION TO APPROVE THE MINUTES OF THE APRIL 23, 2013, REGULAR MEETING, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

3.2 ADJOURNED REGULAR MEETING, MAY 7, 2013

MOTION TO APPROVE THE MINUTES OF THE MAY 7, 2013, ADJOURNED REGULAR MEETING, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER BRESSETTE REMOVING ITEM NO. 4.3, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

4.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 14, 2013

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$444,567.26.

4.4 AMENDMENT NO. 1 TO AGREEMENT NO. D08-010 TO EXTEND THE ROAD MAINTENANCE AND OPERATIONS CONTRACT WITH THE COUNTY OF ORANGE FOR ONE YEAR

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 TO AGREEMENT NO. D08-010 TO EXTEND THE ROAD MAINTENANCE AND OPERATIONS CONTRACT WITH THE COUNTY OF ORANGE FOR ONE YEAR AND AUTHORIZED THE MAYOR TO SIGN AMENDMENT NO. 1 AND THE CITY CLERK TO ATTEST THERETO.

- 4.5 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172, AND THE EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, SLPPL-5468 (007), AND APPROVAL OF A COOPERATIVE AGREEMENT WITH THE CITY OF LAKE FOREST FOR COST SHARING

THE CITY COUNCIL: (1) APPROVED THE PLANS AND SPECIFICATIONS AND AUTHORIZED THE ADVERTISEMENT FOR BIDS FOR THE RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECT, CIP NO. 172, AND THE EL TORO ROAD PAVEMENT REHABILITATION PROJECT, CIP NO. 179, SLPPL-5468 (007); AND (2) APPROVED AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE COST SHARING AND COOPERATIVE AGREEMENT FOR EL TORO ROAD PAVEMENT REHABILITATION PROJECT WITH THE CITY OF LAKE FOREST.

- 4.6 PROGRESS PAYMENT NO. 4 FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 4, IN THE NET AMOUNT OF \$84,147.10, TO N.S. CONSTRUCTION & PAINTING, FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A.

- 4.7 PROGRESS PAYMENT NO. 1, FINAL, FOR CIVIC CENTER IMPROVEMENTS – PAINTING

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 1, FINAL, IN THE NET AMOUNT OF \$14,178.75, TO U.S. NATIONAL CORP. DBA JIMENEZ PAINTING COMPANY, FOR CIVIC CENTER IMPROVEMENTS – PAINTING, AUTHORIZED THE FILING OF THE NOTICE OF COMPLETION AND THE SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

4.8 PROGRESS PAYMENT NO. 4 FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 4, IN THE NET AMOUNT OF \$23,065.65, TO ALL AMERICAN ASPHALT, FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H.

4.9 NO RIGHT TURN ON RED REGULATION FOR SOUTHERLY BOUND AVENIDA DE LA CARLOTA AT PASEO DE VALENCIA

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2013-05-14-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO RIGHT TURN ON RED PROHIBITION ON SOUTHERLY BOUND AVENIDA DE LA CARLOTA AT PASEO DE VALENCIA.

4.10 APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM (ECP), TIER 1 GRANT

THE CITY COUNCIL APPROVED THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT AND ADOPTED RESOLUTION NO. 2013-05-14-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE III.

4.11 THIRD QUARTER FINANCE AND TREASURER'S REPORT (FY 2012/13)

THE CITY COUNCIL RECEIVED AND FILED THE THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2012-13.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.3 APPROVE PROPOSED LEASE AGREEMENT FOR 24031 EL TORO ROAD, SUITE 210, AND THE PROPOSED LEASE TERMINATION AGREEMENT FOR SUITE 220 WITH CARNO & CARLTON, LLP

Council Member Bressette indicated that he removed this item from the Consent Calendar to inquire about the specific changes in the Lease Termination Agreement.

**MOTION TO APPROVE THE PROPOSED LEASE AGREEMENT FOR 24031 EL TORO ROAD, SUITE 210, LAGUNA HILLS, CALIFORNIA, AND THE LEASE TERMINATION AGREEMENT FOR SUITE 220 WITH CARNO & CARLTON, LLP, AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE PROPOSED LEASE AGREEMENT AND THE LEASE TERMINATION AGREEMENT, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR KOGERMAN.
APPROVED BY A 5-0 VOTE.**

5. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California to order at 7:38 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Blount, Agency Member Bressette, Agency Member Carruth, and Agency Member Gilbert.

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, APRIL 23, 2013

**MOTION TO APPROVE THE MINUTES OF THE APRIL 23, 2013, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:39 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**

City Manager Channing spoke on the sale of the Laguna Hills Mall to a real estate investment partnership, Malone Geier Partners.

7.2 Deputy City Manager/Community Services**7.2.1 2013 MEMORIAL DAY RACE: EVENT UPDATE**

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION REGARDING THE 2013 CITY OF LAGUNA HILLS MEMORIAL DAY HALF MARATHON, 5K, AND 10K, HONORING THE USMC DARK HORSE BATTALION.

7.2.2 2013 FOURTH OF JULY CELEBRATION AND FIREWORKS DISPLAY

THE CITY COUNCIL APPROVED THE FIREWORKS DISPLAY AGREEMENT WITH PYRO ENGINEERING, INC., AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENT, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. 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 and Mayor.

9. CITY COUNCIL MEMBER COMMENTS**MAYOR PRO TEMPORE BLOUNT**

Mayor Pro Tempore Blount reported that Council Member Gilbert received the Ellis Island Medal of Honor, Saturday, May 11, 2013 in New York.

COUNCIL MEMBER CARRUTH

Council Member Carruth indicated that the Laguna Hills High School Drama Director created a masterpiece at Laguna Hills High School with "Les Miserables."

MAYOR KOGERMAN

Mayor Kogerman recognized Anita Robertson who made the City aware of the high volume of traffic and difficulty turning right at the intersection of Avenida de la Carlota and Paseo de Valencia.

Mayor Kogerman spoke on the various activities that were being held this week in the City of Laguna Hills. On May 15, 2013, at 11:00 AM, Mayor Kogerman indicated

she would be attending the ground breaking ceremonies for the Village at Nellie Gail Ranch Center.

Mayor Kogerman indicated that on May 15, 2013, Saddleback Memorial Medical Center would recognize 25 years of service of their Women's Hospital.

Mayor Kogerman reported that on Friday, May 17, 2013, Valencia Elementary would be hosting their International Festival from 4-7 PM.

10. CLOSED SESSION

There was no Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Kogerman declared the meeting adjourned at 7:56 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF _____.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 28, 2013.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$861,775.45.

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

5-16-13

DATE

FISCAL IMPACT:

The warrant register total is \$861,775.45.

ATTACHMENTS:

- 1. Warrant Register**

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 28, 2013

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
ADA CONSTRUCTION SERVICES, INC.	Refund, C&D Deposit, CR# 45892		8805359	\$ 2,499.70
ASHWORTH AWARDS	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '13		8805362	8,823.81
AT&T MOBILITY	Wireless Service, May '13		8805330	60.92
AU-YEUNG, MELISSA	Travel Advance, Administrative Services, May '13		8805331	450.00
BANK OF AMERICA	Departmental Operating Expenditures, Apr '13		8805332	10,512.63
COSTCO/CAPITAL ONE COMMERCIAL	Program Supplies, Community Services, Mar - Apr '13		8805333	132.97
CHANTARANGSU, DAVID	Travel Advance, Community Development, May '13		8805334	300.00
COX COMMUNICATION	Wi-Fi Service, Community Center, May '13		8805374	130.00
CYBERSOURCE CORPORATION	eCommerce Payment Gateway Service, Online Permits, Community Development, Apr '13		8805375	29.00
EL TORO WATER DISTRICT	Water Usage, Parks, Mar '13		8805335	9,402.53
HERNANDEZ, LISA	Mileage Reimbursement, Administrative Services, Dec '12 - Mar '13		8805381	40.14
JAVED, HUMZA	Mileage Reimbursement, Public Works, Apr '13		8805336	88.71
JULES MUSIC 4 KIDS	Program Expense, Community Services, May '13		8805337	325.00
LA PAZ SHOPPING CENTER, L.P.	Refund, CPMA Fees, CR# 45755		8805386	3,212.50
MAYER HOFFMAN MC CANN P.C.	Employee Training, Administrative Services, May '13		8805338	130.00
MEEHAN, DANIEL	Petty Cash Replenishment, Community Services, Jan - Apr '13		8805339	197.17
MEEHAN, DANIEL	Cash Drawer Replenishment, Onsite Registration, 1/2 Marathon & 5K Event, Community Services		8805389	1,250.00
MOBILE MINI, INC.	Storage Rental Fee, Community Services, May '13		8805340	83.16
MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Apr '13		8805341	14,568.43
PYRO ENGINEERING, INC.	Program Expense Deposit, 4th of July Event, Community Services		8805396	12,250.00
REFUND, COMMUNITY SVCS PROGRAM	C. Huerta, V# 2002776.002		8805342	65.00
REFUND, FACILITY RENTAL DEPOSIT	S. Erfanian, V# 2002764.002		8805343	500.00
REFUND, FACILITY RENTAL DEPOSIT	J. Sahensolar, V# 2002751.002		8805344	106.25
REFUND, FACILITY RENTAL DEPOSIT	Y. Cruz, V# 2002770.002		8805345	500.00
REFUND, FACILITY RENTAL DEPOSIT	A. Delgado, V# 2002767.002		8805346	500.00

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 28, 2013

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
REFUND, FACILITY RENTAL DEPOSIT	Acacia Knolls Homeowners Association, V# 2002768.002	8805347	250.00
REFUND, FACILITY RENTAL DEPOSIT	M. Ibarra, V# 2002793.002	8805400	100.00
REYES, JANICE MATEO	Travel Advance, Administrative Services, May '13	8805348	225.00
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights, Apr '13	8805349	12,451.25
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights and Traffic Control, Apr '13	8805403	217.16
SHEUERMAN, DEVANN	Mileage Reimbursement, Community Services, Apr '13	8805350	3.96
SMART & FINAL	Program and Office Supplies, Community Services, May '13	8805351	82.50
SOCAL OFFICE TECHNOLOGIES	Lease and Maintenance - Copier, Community Services, May '13	8805352	1,640.54
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Apr '13	8805353	2,068.07
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Apr '13	8805408	8,711.01
TARGET STORES	Program Supplies, Community Services, Mar - Apr '13	8805354	474.88
TIME MANAGEMENT	Race Registration Services Deposit, 1/2 Marathon and 5K Event, Community Services, May '13	8805411	500.00
U.S. POSTAL SERVICE	Postage, Combined Issue City Views/Community Services Summer 2013 Activity Guide	8805414	2,500.00
VERIZON WIRELESS	Communication Expense, Apr '13	8805355	714.07
WELLS FARGO FINANCIAL LEASING	Lease - Copier, Community Center, Jun '13	8805356	572.92
WHITE, DONALD	Travel Advance, Administrative Services, May '13	8805357	300.00
Total Prepaid Warrants:			\$ 96,969.28
REGULAR WARRANTS:			
A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, May '13	8805358	\$ 200.00
ALICEA, MIA	Contract Instructor Fee, Dancing Spring Session, Community Services	8805360	415.80
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 04/21/13 - 05/04/13	8805361	3,504.00
ATHALYE CONSULTING ENGINEERING	Professional Services, La Paz Widening @ I-5 CIP # 159	8805363	360.00
BALLOONS SOUND GREAT	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '13	8805364	865.50
BIG TOP RENTALS	Program Expense, Earth Day, Community Services, Apr '13	8805365	993.60
BUCKNAM & ASSOCIATES, INC.	Professional Services, Pavement Management System Update, Apr '13	8805366	3,574.56

**CITY OF LAGUNA HILLS
WARRANT REGISTER
May 28, 2013**

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
C&D ELECTRIC, INC.		Lighting Repairs, Parks, Apr - May '13	8805367	2,069.94
CA CITY MANAGEMENT FOUNDATION		Annual Membership, Administrative Services, FY 13/14	8805368	800.00
CALIFORNIA OFFICE SYSTEMS		Usage - Copier, City Hall, Apr '13	8805369	875.17
CALIFORNIA YELLOW CAB		Dial-a-Taxi Senior Transportation Program, Apr '13	8805370	870.00
CARL WARREN & COMPANY		Processing Fee, Small Claims, Jan '13	8805371	136.19
COMMUNICATIONS LAB		Professional Svcs, Combined Issue, City Views/Community Services Summer 2013 Activity Guide	8805372	6,212.50
COMPLETE OFFICE OF CALIFORNIA		Office and Operating Supplies, Community Center, Mar - May '13	8805373	958.40
ECONOLITE CONTROL PRODUCTS, INC		Signal Control Devices, Traffic Management Solutions, Public Works, Apr '13	8805376	17,206.56
ECONOMICS, INC.		Professional Services, Recycling Program, May '13	8805377	2,497.91
FUN SERVICES		Program Expense Deposit, 4th of July Event, Community Services	8805378	800.00
GOVPARTNER		Hosting Fees, Request Partner, May '13	8805379	500.00
HEART OF GOLD FOUNDATION, INC.		Contract Instructor Fee, Cooking Class Spring Session, Community Services	8805380	94.50
IRON MOUNTAIN OFFSITE		Off Site Data Storage, Apr '13	8805382	216.59
IRV SEAVER MOTORCYCLES		Motorcycle Maintenance, Police Services, Apr '13	8805383	26.94
JAMEY CLARK, INC.		Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, Apr - May '13	8805384	5,648.74
JCTEES.COM CORPORATION		Program Supplies, Community Services, Apr '13	8805385	594.99
LINDY OFFICE PRODUCTS		Operating Supplies, Apr '13	8805388	11.34
MERCURY DISPOSAL SYSTEM, INC.		Professional Services, Recycling Program, Apr '13	8805390	390.76
NIEVES LANDSCAPE, INC.		Monthly Landscape Services, May '13	8805391	74,238.05
OFFICE SOLUTIONS		Office and Operating Supplies, Apr - May '13	8805393	649.66
ORANGE COUNTY FIRE AUTHORITY		Remittance, Fire Fees Collected, Apr '13	8805394	1,754.00
ORANGE COUNTY REGISTER-FREEDOM		Legal Advertising, City Clerk, Apr '13	8805395	294.52
ORANGE COUNTY TREASURER		Law Enforcement Services, May '13	8805387	552,764.00
ORANGE COUNTY TREASURER		NPDES, Newport Bay Water Quality, City's Cost Share, FY 12/13	8805392	5,083.15
QUEST DIAGNOSTICS		Pre-employment Drug Testing, Apr '13	8805397	17.98
QUICKSILVER COURIER		Delivery Service, Apr '13	8805398	59.28

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 28, 2013

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
R.E.S.S.	Flags, City Hall, Apr '13	8805399	426.60
RIPPETOE MILES, LLP	Professional Services, Claims, Legal Fees, Apr '13	8805401	8,501.72
RPW SERVICES, INC.	Rodent Control, Parks, Apr '13	8805402	1,560.00
SECURE LIVE SCAN	Pre-employment Fingerprinting, Apr '13	8805404	15.00
SEMA CONSTRUCTION, INC.	Progress Payment #25, La Paz Widening @ I-5 CIP # 159	8805405	1,454.40
SOUTH COAST WATERS	Facility Maintenance and Repairs, Water Feature, Community Center, May '13	8805406	1,175.00
SOUTHERN CALIF MUN ATHLETIC	Membership, Community Services, FY 12/13	8805407	70.00
STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting, Apr '13	8805409	64.00
THE ACTIVE NETWORK	Employee Training, Community Services, Apr '13	8805410	2,550.00
TRISKELION EVENT SERVICES, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '13	8805412	714.24
TUTTLE CLICK FORD	Public Works Vehicle, 2013 Ford Truck	8805413	24,901.67
WEST COAST ARBORISTS, INC.	Tree Planting, Urban Reforestation, CIP # 320 and Tree Trimming, Apr '13	8805415	2,502.00
WEST PUBLISHING CORPORATION	Subscription, City Clerk, Apr '13	8805416	190.08
WOLFE ENGINEERING & DESIGN	Professional Services, Ridge Route Pavement Rehabilitation CIP # 172 and El Toro Rd Pavement Rehabilitation CIP # 179	8805417	35,954.00
YALE CHASE MATERIALS HANDLING	Maintenance, Utility Cart, Community Center, May '13	8805418	42.83
Total Regular Warrants:			\$ 764,806.17
**WARRANT REGISTER TOTAL **			\$ 861,775.45



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 25 FOR LA PAZ ROAD WIDENING AT I-5
IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 25, IN THE NET AMOUNT OF \$1,454.50, TO SEMA CONSTRUCTION,
INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO.
159.

SUMMARY:

Work on the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, began on April 7, 2011, and is being performed by SEMA Construction, Inc. The construction portion of the work has been substantially completed. Work performed in March 2013, included plant establishment. The contractor has submitted the twenty-fifth progress payment request for approval.

BACKGROUND:

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

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
60	Plant Establishment	.08	LS	\$ 20,200.00	\$ 1,616.00
	Total To Date			\$4,775,969.24	

Progress Payment No. 25
CIP No. 159
Page 2
May 28, 2013

Less Prior Billing	<u>\$4,774,353.24</u>	
Total This Period	\$ 1,616.00	\$ 1,616.00
Less 10% Retention		<u>\$(161.60)</u>
		\$ 1,454.50

FISCAL IMPACT:

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: FACILITY OPERATIONS OF THE ROLLER HOCKEY RINK BY CALIFORNIA
STREET HOCKEY ASSOCIATION**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE A ONE YEAR
EXTENSION TO THE AGREEMENT FOR FACILITY OPERATIONS OF THE ROLLER
HOCKEY RINK WITH CALIFORNIA STREET HOCKEY ASSOCIATION AND
AUTHORIZE THE CITY MANAGER TO SEND A LETTER TO CALIFORNIA STREET
HOCKEY ASSOCIATION TO ACKNOWLEDGE THE EXTENSION.**

SUMMARY:

California Street Hockey Association (CSHA) manages the operations of the Community Center Sports Complex roller hockey rink. An Agreement was approved by the City Council on June 1, 2005 to permit CSHA to manage, operate and maintain the roller hockey facility. This Agreement can be extended for one year renewals and CSHA is requesting another extension of the Agreement until May 31, 2014. Staff recommends that the City Council approve this extension.

BACKGROUND:

Back in January 2005, the Community Services Department issued a Request for Qualifications to prospective organizations to facilitate roller hockey rink operations. Two qualifications statements were received by the deadline. One of the responses was from an entity that was not an established roller hockey organization, and the other was from California Street Hockey Association (CSHA) which was at that time and still is an established hockey organization.

Based on CSHA qualifications, and the fact that CSHA successfully managed Laguna Hills Community Center and Sports Complex hockey rink facility operations since 2000, the City entered into another five year agreement term with California CSHA on June 1, 2005. This Agreement (see attachment) allows for additional one year term renewals upon

CSHA's written request and the City's determination that such renewals are appropriate. A letter from CSHA was received by staff that requests a one year extension of the Agreement until May 31, 2014. This letter is attached to this staff report. Staff is recommending that the City Council approve this extension to the Agreement.

CSHA's responsibilities per the Agreement are to manage, operate and maintain the roller hockey facility. This includes the coordination of all adult and youth hockey related activities, league play, tournaments, and team practices. The maintenance of the facility is also the responsibility of CSHA and includes all major and minor repairs and replacements of the facility. Costs for any repairs and replacements are the responsibility of CSHA.

FISCAL IMPACT:

The City receives a portion of the revenue generated by CSHA's coordinated hockey rink recreation activity. Payments to the City are calculated by 15% of adult team fees, 10% of youth team fees, and 15% of the total facility-generated revenues. For 2012, the City received \$5,542 in revenue from CSHA.

ATTACHMENTS:

- CSHA Letter Requesting One-Year Extension
- Agreement for Facility Operations



May 2, 2013

City of Laguna Hills
Department of community Services
25555 Alicia Parkway
Laguna Hills, CA 92653

Att: Dan Meehan

Re: Roller Hockey Lease Agreement

Dear Mr. Meehan:

Per our discussion, we understand that our current contract with the city of Laguna Hills is scheduled to expire on May 31st, 2013. We are interested in extending this contract for an additional year. Our current program maintains a solid core of participants and we continue to enjoy working with these families and continuing our relationship with the city of Laguna Hills.

As always, thank you for your continued support and we look forward to hearing from you in this matter.

Yours truly,


Bryan Garland
CSHA

AGREEMENT FOR FACILITY OPERATIONS

THIS AGREEMENT is made and entered into, to be effective the 1st day of June 2005, by and between the CITY OF LAGUNA HILLS, hereinafter referred to as "City," and California Street Hockey Association, Inc., hereinafter referred to as "Contractor."

IN CONSIDERATION of the mutual promises and covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

Section 1. Scope of Work

Subject to the terms of this Agreement, Contractor shall perform the scope of work identified in Exhibit "A", in City's Request for Proposal (RFP) (Exhibit "B") and in Contractor's Proposal (Exhibit "C"), attached hereto and incorporated herein by this reference. The purpose of this Agreement is to provide roller hockey facility operations at the Laguna Hills Community Center and Sports Complex.

Section 2. Term

This Agreement shall be effective and the services provided for under this Agreement shall commence on June 1, 2005, and continue for a period of five (5) years. This Agreement shall expire at midnight on May 31, 2010, absent a term renewal. The Agreement for Facility Operators is renewable for additional one (1) year terms, upon the Contractor's written request, if in the City's sole discretion, City determines that such renewal is appropriate.

Section 3. Payment

Contractor shall render payment to City within thirty (30) days following the conclusion of each hockey season, with no less than three (3) payments made per year. There shall be three (3) hockey seasons as follows:

- Winter/ Spring Season (January – April)

- Summer Season (May – July)
- Fall Season (September – December)

Payments shall be calculated as follows:

- 15% of adult team fees
- 10% of youth team fees
- 15% of the total facility-generated revenues

Contractor shall include with each payment, a breakdown of adult team fees and youth team fees, as well as complete rosters listing the name of each adult and youth participant for a given hockey season. Contractor shall further provide documentation of the facility-generated revenues, in a form and content satisfactory to the City. Facility-generated revenues shall include, but are not limited to, monies collected by Contractor for private services offered at the Facility and/or use of Facility services (i.e., private birthday parties).

All costs for services provided under this Agreement shall be incurred by Contractor with no financial obligation of or reimbursement of costs from the City of Laguna Hills.

Section 4. Changes in Scope of Work

No fees shall be paid by City for services not related to this Agreement without the written approval of City prior to undertaking such services.

Section 5. Maintenance Cost of Records

Contractor shall maintain all books, documents, papers, employee time facility sheets, accounting records, and other evidence pertaining to team fees and revenues generated, and shall make such materials available at its offices for inspection by City at all reasonable times during the contract period and for three (3) years from the date of

final payment under this Agreement. Contractor shall furnish copies of all such materials to City upon request.

Section 6. Termination

A. City may, without cause, terminate this Agreement at any time upon thirty (30) days written notice of termination in writing to Contractor. Notice shall be complete when deposited in the U.S. Mail, first-class postage prepaid. Termination shall be effective thirty (30) days after mailing of the notice, as described herein, unless a longer period of time is specified in the notice.

B. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Following termination, Contractor shall have no further claims against City under this Agreement.

Section 7. Use of Alcohol at Facility

Contractor shall not allow the consumption of alcohol to occur at any time during facility operations or on facility property.

Section 8. No Assignments

Contractor shall not assign any portion of the work under this Agreement without the prior written approval of the City Manager.

Section 9. Independent Contractor

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the City. City shall not have the right to control the manner and means by which Contractor's services are rendered pursuant to this Agreement.

Section 10. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, and the use of the facility for roller hockey purposes.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), or equivalent.
2. Insurance Services Office form number CA 0001 (Ed. 1/87), or equivalent, covering Automobile Liability, code 1 (any auto).
3. Contractor shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such workers' compensation insurance shall be endorsed to provide for a waiver of subrogation against City.

B. Minimum Coverage of Insurance

Contractor shall maintain insurance coverage no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: To the extent Contractor leases or purchases vehicles, it shall maintain \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Other Insurance Requirements

1. Except for Errors and Omissions and Workers' Compensation, the City, its officials, agents, and employees shall be named as additional insured.

2. The insurance shall not be cancelled, except after thirty (30) days written prior notice to the City.

3. For Workers' Compensation and Employer's Liability only, the insurance company agrees to waive all rights of subrogation against the City for losses paid under the terms of the policy, which arose from the work performed by the named insured.

D. 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 officers, officials, employees, and volunteers; or the Contractor shall procure a bond in the amount of such deductibles and self-insured retentions guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers

Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California. Insurance is to be placed with insurers with a

current A.M. Best's rating of no less than A.M. Best's Guide Rating of A, Class VII or better, unless otherwise acceptable to the City. City will require Contractor to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Contractor by City.

F. Verification of Coverage

Prior to the commencement of any services under this Agreement, Contractor shall furnish the City with original endorsements to each policy naming the City, its officers, employees, and agents as additional insureds and effecting coverage required by this Section 10. The certificates and endorsements shall 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 Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Contractor shall not receive any compensation until all insurance provisions have been satisfied.

Section 11. Indemnity

Notwithstanding the insurance requirements set forth in Section 10 above, Contractor shall defend and hold harmless and indemnify the City and all its officers, employees, and agents from all costs, claims, and/or judgments for damages to real or personal property, or personal injury to any person resulting from the Contractor's negligence or willful misconduct in performing services pursuant to this Agreement.

Section 12. Contractor not an Agent

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent.

Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 13. Personnel

A. Contractor agrees to assign the following person/persons with primary responsibility for performance of the scope of work set forth herein:

Name	Title
Bryan Garland	President

B. Contractor shall not alter the assignment of the above personnel without written approval of the City Manager.

Section 14. Licenses, Permits

Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to perform the identified scope of work. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform such work.

Section 15. Amendments

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of City and Contractor.

Section 16. Entire Agreement

This agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter hereof. Each party to this Agreement has been advised by counsel of its choice,

or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and in entering into this Agreement is relying upon its own investigation and evaluation and not upon any representations by any other party.

Section 17. Notices

When notice is required to be provided under this Agreement it shall be provided to the following persons at the following addresses:

CONTRACTOR

Bryan Garland, President
California Street Hockey Association, Inc.
2564 Associated Road #9
Fullerton, CA 92835

CITY

City Manager
City of Laguna Hills
24035 El Toro Rd.
Laguna Hills, CA 92653

cc: City Clerk

Section 18. Contract Documents

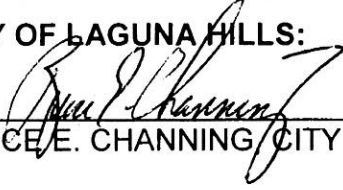
This Agreement hereto shall consist of the following: (1) this Agreement; (2) the City of Laguna Hills Request for Proposals for Roller Hockey Facility Operations ("RFP"); and (3) Contractor's signed, original bid proposal for this RFP to City ("Bid Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents". The RFP and the Bid Proposal are both attached hereto as Exhibits "B" and "C" respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of the RFP and the Bid Proposal shall be binding on the parties to this Agreement. Should any inconsistency or ambiguity occur or exist in the Contract Documents, the provisions of this Agreement shall first control, then the provisions of the RFP, and lastly the provisions of the Bid Proposal.

Section 19. Agreement Execution Authorization

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first herein above written.

CITY OF LAGUNA HILLS:


BRUCE E. CHANNING, CITY MANAGER

ATTEST:

By:


MARY A. CARLSON, CITY CLERK

APPROVED AS TO FORM:

By:


LOIS E. JEFFREY, CITY ATTORNEY

Date:

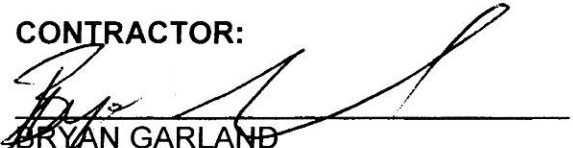
6/26/05

ASSOCIATION

Date:

6/26/05

CONTRACTOR:


BRYAN GARLAND
CALIFORNIA STREET HOCKEY

PRESIDENT

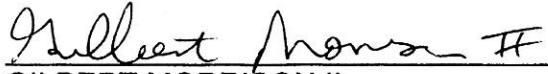

GILBERT MORRISON II
CALIFORNIA STREET HOCKEY
ASSOCIATION
VICE PRESIDENT

EXHIBIT "A"

SCOPE OF WORK

Operations

Contractor will manage, operate and maintain the Roller Hockey Facility at Laguna Hills Community Center & Sports Complex and provide adult and youth hockey related activities. These activities include, but are not limited to, league play, tournaments, clinics, team practices, and open skate time periods. Contractor will maintain the facility in a clean and safe condition for the operation of hockey activities.

Maintenance

Contractor will provide all maintenance on all buildings and equipment used in the operation of activities permitted herein. Maintenance shall include all major and minor repairs and replacements. Maintenance costs shall be the sole responsibility of the Contractor. The City shall have the right to direct Contractor to perform necessary repairs and maintenance to buildings and equipment owned by Contractor or by the City.

Contractor shall correct all safety deficiencies and violations of safety practices immediately and shall cooperate with the City in any investigation of safety violations or accidents occurring in the Facility or on Facility property.

Staffing

A site manager shall be on site at all times that the facility is in use by Contractor. Two (2) officials per game will be provided for all league and tournament activities. Additional personnel may be provided as needed. All Contractor-provided staff shall be trained and competent to perform the duties under this Agreement.

Hockey officials shall wear a prescribed uniform, as mutually agreed, while officiating hockey activities. Hockey officials shall also be required to wear safety equipment, including a helmet and eye protection and shall sign a release form stating that they are aware of the possible hazards and releasing the City and Contractor of all liability.

Contractor shall provide site supervision at all times the facility is in operation by Contractor. Contractor shall provide trained and competent staff to manage and operate the facility in a safe and professional manner. In employing managers, Contractor shall seek individuals skilled in management of businesses similar to the operations provided in this Agreement.

EXHIBIT "B"

CITY OF LAGUNA HILLS

REQUEST FOR PROPOSAL

ROLLER HOCKEY FACILITY OPERATIONS

JANUARY 31, 2005



Request for Qualifications
ROLLER HOCKEY FACILITY OPERATIONS

Prepared by:

Sarah Ciscel
Community Services Management Analyst
City of Laguna Hills
25555 Alicia Parkway
Laguna Hills, CA 92653

949-707-2685

Issue date: January 31, 2005

Due Date: February 28, 2005 before 4:00 p.m.

The City of Laguna Hills is requesting qualification statements from interested parties to operate a lighted roller hockey rink for youth and adult roller hockey programs, leagues, tournaments, clinics, and open skate time.

BACKGROUND

It is the desire of the City to obtain a contractor to provide a full range of professional youth and adult roller hockey programs and leagues. The Contractor will administer all league matters to include equipment needs, scheduling, officials, staffing, administration, and awards. In addition, it will be the Contractor's responsibility to maintain the facility in a safe and clean manner during use hours, to include the immediate surrounding of spectator seating, practice/warm-up area, and public restroom which service the facility.

The Roller Hockey facility has been in operation since April 2000 under a five-year contract which expires in June of 2005.

The quality and organization of roller hockey leagues, tournaments, clinics and related activities, is of the outmost importance to the City. It is anticipated that the Qualifications Statements will be reviewed and Requests for Proposals issued to qualified Contractors by March 31, 2005.

STATEMENT OF QUALIFICATIONS FORMAT

1. Letter expressing interest in Roller Hockey facility operations.
2. Demonstration and recognition of organization as an identifiable Roller Hockey organization.
3. A Statement of Acceptance of the Agreement for Professional Services including insurance requirements.
4. A certificate of non-discrimination completed by each entity/member of the contracting organization.
5. Certificate, signed under penalty of perjury, regarding disclosure of financial or employment interests of City officials or employees with Contract provider on City form.
6. Experience of the organization with operations of a similar scale and complexity.
7. Identification and resumes of personnel to be directly involved in the operations: including the principal and all others expected to be a part of the management team.
8. Identify current workload of the organization and personnel assigned to the operation.
9. Experience of the organization with city recreation.
10. Description of the organization's management philosophy.

GENERAL

The following items address general statement of qualifications preparation issues.

- The submitting organization is solely responsible for any costs incurred by responding to the Request for Qualifications.
- Submit one original and three copies of the Statement of Qualifications which shall be submitted by February 28, 2005 and addressed to: Sarah Ciscel, Community Services Management Analyst, 25555 Alicia Parkway, Laguna Hills, CA 92653.
- The Statement of Qualifications shall be signed by an official authorized to bind the Contractor to a Contract.
- The Statement of Qualifications shall be valid for 90 days.
- The contents of the Statement of Qualifications and the Request for Qualifications are contractual obligations.
- The City reserves the right to reject any and all statements. The City further reserves the right to negotiate the specific requirements, scope of work, and compensation and enter into a contract for any or all work identified.

SCOPE OF WORK

OPERATION OF FACILITY

- Contractor shall manage, operate and maintain the Roller Hockey Facility at Laguna Hills Community Center & Sports Complex as a public facility for the conducting of adult and youth hockey-related activities to include league play, tournaments, clinics, and open skate time periods.
- Contractor shall provide league, practice, and tournament play for youth and adults as agreed upon by Contractor and City.
- Contractor shall maintain the Roller Hockey Facility in a clean and safe condition for the operation of hockey activities.

MAINTENANCE OF IMPROVEMENTS AND EQUIPMENT

- Contractor shall provide all maintenance (including major repair and replacement) on all equipment and structures used in the operations permitted herein. City shall have the right to direct Contractor to perform necessary repairs and maintenance to equipment and structures owned by Contractor or by City.

CONTRACTOR STAFFING

- Contractor shall staff the Roller Hockey Facility with trained and competent staff on site to provide for one (1) officials per game for league and tournament activities and other additional personnel, including the site manager, at all times when the Facility is in use by Contractor.
- Contractor shall provide trained, competent staff to manage and operate the facility in a professional and safe manner. Contractor shall provide for trained and competent officials for the conducting of league, tournament, and other hockey activities. Hockey officials shall wear a prescribed uniform, as mutually agreed, while officiating hockey activities. Hockey officials shall also be required to wear safety equipment to include helmet and eye protection and shall sign a release form stating that they are aware of the possible hazards and release City and Contractor of all liability.
- At any time when the Laguna Hills Community Center & Sports Complex is in operation by Contractor, Contractor shall provide for site supervision during that time period. This supervised coverage includes team practices.
- Contractor shall appoint a site manager under its direction and control, who shall devote the greater part of his time and attention to the operations permitted herein and shall promote, increase, and develop said operations and render every possible service and convenience to the public. Such managers shall have full authority for operations permitted herein or that portion under their control. In employing of managers, Contractor shall seek individuals with previous roller hockey experience.

SCHEDULE OF OPERATIONS

- Facility hours for adult hockey shall be Monday through Friday between the hours of 7:00 p.m. and 10:00 p.m.; and Sundays between the hours of 10:00 a.m. and 10:00 p.m. The Adult League shall have a minimum of three (3) sessions per year. Schedule use hours may be changed with written approval by the City.
- Youth Leagues shall have use of the Facility Monday through Friday between the hours of 9:00 a.m. and 7:00 p.m. and three (3) nights per week; Monday through Friday between the hours of 7:00 p.m. and 9:30 p.m. and Saturdays between the hours of 9:00 a.m. and 4:00 p.m. Scheduled use hours may be changed with written approval by the City.

CLEANLINESS OF THE ADJACENT PARK AREA

- Contractor shall keep the area surrounding the operation in a clean and sanitary condition satisfactory to City at all times. No offensive or refuse matter, nor any

substance constituting an unnecessary, unreasonable, or unlawful fire hazard or material detrimental to the public health shall be permitted or remain thereon, and Contractor shall prevent any such matter or material from being or accumulating in the area. The City shall provide appropriate disposal available at all times to allow Contractor to properly maintain the surrounding area.

HEALTH AND SAFETY

- Contractor shall correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with City in the investigation of accidents occurring at the Facility. In the event of an injury to a patron or customer, Contractor shall ensure that the injured person receives prompt and qualified medical attention and shall submit an injury report to the City within fourteen (14) days. If Contractor fails to correct hazardous conditions which have led to or, in the opinion of the City, could lead to injury, City may immediately suspend and/or terminate the contract.

PLAYER RELEASE FORMS

- Contractor shall not permit any individual to participate in any activity on the Facility without first having completed a release form. Such release forms shall be approved by the City of Laguna Hills in advance.

REQUEST FOR QUALIFICATIONS SCHEDULE

- | | |
|---------|--|
| 1/31/05 | Issue Request for Qualifications. |
| 2/28/05 | QUALIFICATIONS STATEMENT DUE TO LAGUNA HILLS
COMMUNITY CENTER BEFORE 4:00 P.M. Late statements will be
rejected. |
| 3/31/05 | Qualifications Statements reviewed and Request for Proposals issued to
qualified Contractors. |
| 4/29/05 | PROPOSAL DUE TO LAGUNA HILLS COMMUNITY CENTER
BEFORE 4:00 P.M. Late statements will be rejected. |
| 5/5/05 | Tentative date for interviews, if deemed necessary. |
| 5/31/05 | Award of Agreement for Contractual Services. |
| 6/30/05 | Initiate Contractual Services. |

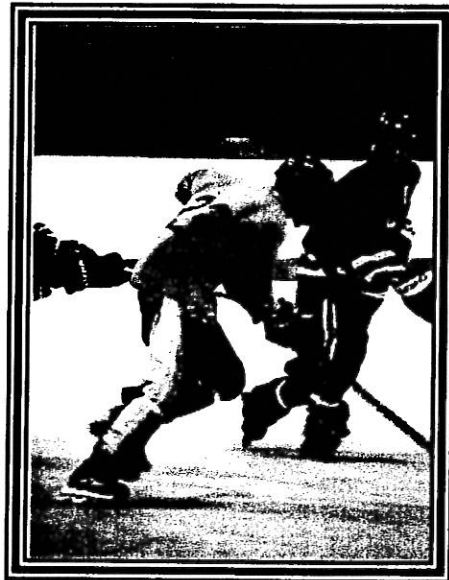
ATTACHMENTS

1. Certificate of Non-Discrimination
2. Certificate of Employment Relationships and Financial Interests
3. Sample Agreement for Professional Services

EXHIBIT "C"
ORIGINAL BID SUBMISSION
CALIFORNIA STREET HOCKEY ASSOCIATION

CALIFORNIA STREET HOCKEY
ASSOCIATION, INC.

QUALIFICATION STATEMENT FOR OPERATING
CITY OF LAGUNA HILLS
INLINE HOCKEY FACILITY



Submitted By: Bryan Garland, President
Date: February 28, 2005

February 28, 2005

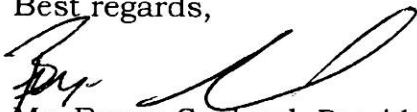
Ms. Sarah Cecil
Community Services Management Analyst
City of Laguna Hills
25555 Alicia Parkway
Laguna Hills, CA. 92653

Dear Ms. Cecil,

The enclosed qualification statement is respectfully submitted by California Street Hockey Association, Inc. (C.S.H.A.). Our organization is uniquely qualified to manage the Laguna Hills roller hockey facility, with over 17 years of experience operating similar programs for various cities and school districts throughout Southern California. Our organization has operated the largest and most extensive roller hockey program in California, with tens of thousands of players participating in our programs over the years.

For the past 17 years C.S.H.A. has been the leader in contract management of recreational roller hockey facilities, operating programs for the cities of West Covina, Laguna Hills and Cypress/La Palma as well as for the Temple City and Glendora Unified School Districts. All of our league operations have been in conjunction with cities and school districts and our ability to work with these municipalities has been the key to our success. We have included a list of references for each of the programs we currently operate. Please contact me at (909) 337-7803 or C.S.H.A. Vice President Gil Morrison at (714) 738-8329 with any questions regarding this statement. We look forward to working with you soon.

Best regards,



Mr. Bryan Garland, President
California Street Hockey Association, Inc.

2. Recognition of Organization

California Street Hockey Association, Inc. has been operating roller hockey facilities and programs for over seventeen years and we are well known throughout Southern California for our expertise in this field. We have given presentations on building and operating roller hockey facilities to numerous organizations, including Southern California Municipal Athletic Federation (SCMAF) and the League of California Cities. C.S.H.A. is the one of the largest roller hockey organizations in the Western United States, with over 2,500 participants at our 3 different locations. We have been under current management for the last seventeen years and have extensive experience in building and operating roller hockey programs and leagues for various municipalities.

3. Statement of Acceptance of Agreement for Professional Services

C.S.H.A. and its president Bryan Garland accept the terms of the Agreement for Professional Services, including insurance requirements.

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of California Street Hockey Association, Inc. that all persons employed by California Street Hockey Association, Inc. are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans With Disabilities Act.

Name: Bryan Garland

Signature: _____

Title: President, California Street Hockey Association, Inc.

Date: 2/28/05

**CITY OF LAGUNA HILLS
CERTIFICATE OF
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF ENTITY: CALIFORNIA STREET HOCKEY ASSOCIATION, INC.

EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:
NONE

**FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE
ENTITY:** NONE

I declare, under penalty of perjury, under the laws of the State of California,
that the foregoing is true and correct.

Signed this 28th day of February, 200 at
Laguna Hills, California

Name: BRYAN GARLAND

Signature: [Signature]

Title: President

GIL MORRISON

Gil Morrison II
Vice President

6. Experience with Similar Operations and City Recreation

All of our league operations have all been on either city or school owned sites and we understand the unique aspects of working with various municipalities. We also understand the increasing demands on city staff in a time of budget cuts and the difficulties of adding another program to the workload of the parks and recreation department. One of our strongest attributes is the ability to meet the unique demands of each city we operate programs for. Our relationship is excellent with city staff members, and open lines of communication are critical in ensuring that the mutual goals of the city and the association are realized

Our agreements with various municipalities have set the standard for other cities regarding contract operation of roller hockey facilities. Many cities review these documents when writing their own agreements. The conditions of the city regarding maintenance of improvements and equipment, contractor staffing, schedule of operations, cleanliness, health and safety and player release forms are all addressed in our current contracts.

The Laguna facility is almost identical to our facilities in other municipalities. In fact, many of the innovations and modifications in design of roller rinks are a result of the aforementioned. We have acted as consultants in the construction of the many of the city built roller hockey facilities, working hand in hand with the architects and building contractors to ensure that the facilities are optimally functional, aesthetically pleasing and above all safe for participants.

7. Resumes and Current Workload of C.S.H.A. Management Team

Bryan Garland- President

Mr. Garland is 39 years old and has been the president of C.S.H.A for the past seventeen years. He has been involved in all forms of hockey for the majority of his life as a player, referee, coach and league director. He has organized local, regional and international tournaments and is well known throughout the roller hockey community. His responsibilities include handling the majority of youth league administration, hiring and training new officials and overseeing future league expansion.

Gilbert Morrison II- Vice-President

Mr. Morrison is 38 years old and has been vice president of C.S.H.A. for the past fifteen years. He has been involved in hockey since age seven, started officiating ice hockey at age 14 (including Senior A men and NCAA college ice hockey leagues) and moved into C.S.H.A. administrative duties at the age of 23. Mr. Morrison's duties as vice president include handling all business and insurance affairs as well the majority of our adult league administration.

Mike Van Heule- Operations Manager

Mr. Van Heule is 40 years old and has been employed by C.S.H.A. for the past two years. He has been involved in all aspects of our program including customer relations, officiating, scheduling and youth league administration. Mike is our lead instructor for our "young stars" instructional program, where we teach kids ages 3-6 years the basics of roller hockey.

Before working for C.S.H.A., Mike was employed for 9 years by Disney Goals of Anaheim as their Program Manager. Disney Goals is a phenomenal program that has introduced thousand of under served youth to the sports of roller and ice hockey over the past 11 years. They have neighborhood hockey teams from 13 under served areas in Orange County, and have received numerous awards for their community service. Mike was an integral part of their success since their inception, helping to develop their curriculum. This includes everything from career development with the older kids to personal and educational counseling. Mike helped to set up programs that teach the kids self-esteem and self worth, and the program is very much geared toward showing the kids the value of community service.

8. Current Workload of Organization and Personnel

Please refer to topic #7.

9. Experience with City Recreation

Please refer to topic #6.

10. Organization Philosophy

Our organization is dedicated to offering quality programs at a reasonable cost. Our leagues are similar to city-run programs, with an emphasis on sportsmanship, participation and fun rather than winning.

We believe strongly in making a difference for others. C.S.H.A. has raised tens of thousands of dollars for charities such as National Bone Marrow Foundation, 911 Foundation and Cystic Fibrosis through benefit tournaments.

We are also very committed to the safety of our participants. Our organization has a phenomenal safety record in our seventeen years of league operations, and we have never had an upheld insurance claim against either ourselves or the cities we have operated programs for. Leagues are strictly non-checking, and safety equipment including helmets with face shields, gloves and elbow pads are required. All games are monitored by both on and off-rink officials.

References

C.S.H.A. currently is under contract with the cities of Cypress/La Palma, West Covina and Laguna Hills. Below is a list of references for each of the aforementioned facilities.

<u>City</u>	<u>Contact</u>	<u>Facility Location</u>	<u>Date Opened</u>
City of West Covina 1444 W. Garvey Ave. (626) 939-8430	Lyndel Morgan Community Services Manager Steve Herfert West Covina City Councilman (626) 939-8401 (City Hall) Shelley Sanderson West Covina City Councilwoman (626) 939-8401 (City Hall)	Orangewood Park	12/95
City of Cypress 5700 Orange Ave. (714) 229-6780	Shelly Myers Recreation Supervisor	Arnold Cypress Park	2/99
City of La Palma 7821 Walker St. (714) 690-3360	Jan Hobson Director of Recreation and Community Services	Arnold Cypress Park	2/99
City of Laguna Hills 25555 Alicia Parkway Laguna Hills, CA. 92653	Kim Monach Director of Community Services	Laguna Hills Sports Complex	9/00



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PROGRESS PAYMENT NO. 1 FOR CIVIC CENTER SUITE 100B
IMPROVEMENTS**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 1, IN THE NET AMOUNT OF \$13,822.50, TO INNOVATIVE BUILDERS
& DESIGN, FOR CIVIC CENTER SUITE 100B IMPROVEMENTS.**

SUMMARY:

Work on the Civic Center Suite 100B Improvements began on April 22, 2013, and is being performed by Innovative Builders & Design. Work performed in April included mobilization, unclassified removals, and capping utilities. The contractor has submitted the first progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for the project, Innovative Builders & Design, has submitted the first progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	Mobilization	1	LS	\$9,100.00	\$9,100.00
2	Unclassified Removals	.75	LS	\$5,100.00	\$3,825.00
5	Cap Utilities	.50	LS	\$3,250.00	\$1,625.00

Progress Payment No. 1
Civic Center Suite 100B
Page 2
May 28, 2013

Total To Date	\$14,550.00	
Less Prior Billing	<u>\$ 0</u>	
Total This Period	\$14,550.00	\$14,550.00
Less 5% Retention		<u>\$ (727.50)</u>
		\$13,822.50

FISCAL IMPACT:

The progress payment is within the budget for Civic Center Improvements to be paid through the Civic Center Enterprise Fund.

**MOTION TO APPROVE THE PROPOSED LEASE AGREEMENT FOR 24031 EL TORO ROAD, SUITE 210, LAGUNA HILLS, CALIFORNIA, AND THE LEASE TERMINATION AGREEMENT FOR SUITE 220 WITH CARNO & CARLTON, LLP, AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE PROPOSED LEASE AGREEMENT AND THE LEASE TERMINATION AGREEMENT, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR KOGERMAN.
APPROVED BY A 5-0 VOTE.**

5. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California to order at 7:38 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Blount, Agency Member Bressette, Agency Member Carruth, and Agency Member Gilbert.

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, APRIL 23, 2013

**MOTION TO APPROVE THE MINUTES OF THE APRIL 23, 2013, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:39 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: MAY 28, 2013

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: SDPM/MSP NO. 3-13-2531, A REQUEST BY VINTAGE REAL ESTATE, LLC, ON BEHALF OF THE PROPERTY OWNER, MOULTON LA PAZ, LLC, FOR A NEW MASTER SIGN PROGRAM FOR THE SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY

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 SDPM/MSP NO. 3-13-2531, A REQUEST BY VINTAGE REAL ESTATE, LLC, ON BEHALF OF THE PROPERTY OWNER, MOULTON LA PAZ, LLC, FOR A NEW MASTER SIGN PROGRAM FOR THE SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY."

SUMMARY:

The applicant, Vintage Real Estate, LLC, on behalf of the property owner, Moulton La Paz, LLC ("the Applicant") has applied for a new Master Sign Program (MSP) for the shopping center at the corner of Moulton Parkway and La Paz Road, in the Community Commercial zone, which was recently approved for a complete renovation, remodel, and expansion. The proposed MSP includes specifications for tenant storefront signs and three freestanding signs. A freestanding sign is proposed at each of the three driveways that serve the property.

The following deviations from the sign requirements in the Laguna Hills Municipal Code are requested:

- To allow more than two tenants to be identified on the center identification signs and tenant identification to exceed 50 percent of overall copy area;
- To allow a project monument sign to exceed sign height and area limits; and
- To allow business wall signage to exceed area limits.

After review of the requested deviations to the code requirements and the justifications for said deviations provided by the Applicant, overall staff does not support the requested deviations from the code requirements. A resolution of approval has been prepared with Conditions 19 and 20, which require that all business wall signs (except those for Building A) comply with size limitations in the code, and that all freestanding signs (center identification and monument signs) comply with the code with regard to size, height, and number of tenant panels.

BACKGROUND:

A comprehensive site renovation, remodel, and expansion was approved by the Planning Agency on April 24, 2012. The remodel project includes three new pad buildings, including a new grocery store, and a remodel of the facades of all existing buildings in the shopping center. The entire site is being upgraded as a part of the remodel, with high-quality materials and a "California Coastal" architectural style. Part of the overall look of the remodeled commercial site will involve the signs, both for the center as a whole, and each individual tenant. Therefore, a new MSP is requested, which will provide specifications for tenant signs that take into account the specific architectural styles of the buildings and the overall high-quality look of the remodeled center. The freestanding signs will reflect the architectural style and finishes of the buildings.

Project Description

The purpose of the Master Sign Program is to establish the design, quality, size, area, and number of signs permitted within the shopping center, which includes tenant signage on storefronts and freestanding signs located along the street.

Tenant Storefront Signs

Tenant signs permitted by this MSP generally comply with the regulations of the Municipal Code, and in fact the MSP provides further specifications to help control the quality and design of tenant signage beyond what the code requires. Examples include prohibiting typical cabinet signs and encouraging the use of "mixed media" signs, which make use of multiple sign types, such as combining channel letters and dimensional elements, and creative illumination techniques.

Generally, as proposed by the MSP, the requirements for wall signs are proposed to be as follows:

- One wall sign per building frontage that faces a street or parking lot for each tenant.
- No signs will be permitted at the back of Shops D, which is a freestanding building backing up to the City's open space parcel along La Paz Road.
- The aggregate wall sign area permitted for each business is 1 ½ square feet per lineal foot of building frontage.

Under the proposed MSP, a variety of sign styles are permitted including channel letters (standard and halo illuminated), logos, and dimensional sign elements. Mixed media signs, which incorporate several sign styles to create unique and interesting signs, are encouraged. Pages 2 and 3 of the proposed MSP depict various sign styles available to a tenant within the center.

One of the architectural design features of the center is the use of covered walkways or “canopies” integrated along the front of all buildings. As such, one small blade sign or under canopy sign is permitted for each business (see page 6 of proposed MSP) to help identify the individual businesses to pedestrians under the canopy where the wall signs are not visible. This type of signage has a maximum allowable area of 3 square feet (which is within the code allowance of 4 square feet).

Freestanding Signs

Three freestanding signs are proposed on the subject property – two center identification signs and one monument sign. Each of the shopping center’s driveways will have either a center identification sign or a monument sign. The purpose of freestanding signs is to provide identification of the shopping center and major tenants from adjacent streets. The signs incorporate design elements and materials that reflect the architecture of the buildings on the subject site. The proposed signs vary from 12’-10” to 13’-10” in height and each is shown with up to five tenant panels. Freestanding signs M1 and M2 (pages 16a and 16b of the MSP) can best be defined as center identification signs because they identify the name of the center and incorporate tenant panels. Freestanding sign M3 (page 17 of the MSP), while similar to the others, does not identify the name of the center and only identifies tenants. Staff has classified sign M3 as a monument sign.

Staff Analysis

The Laguna Hills Municipal Code (LHMC) allows for deviations to the sign regulations in the context of an approved Master Sign Program so that circumstances unique to each center can be taken into account. The code states that the Planning Agency may grant deviations to the code requirements for signs for projects involving a MSP “based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses” (LHMC 9-42.180).

The Applicant is requesting three deviations from what is typically allowed by the code. The deviations under consideration are (1) to allow business wall signage to exceed area limits, (2) to allow more than two tenants to be identified on two center identification signs, and (3) to allow one monument sign to exceed sign height and area limits.

Wall Sign Area

The Applicant has requested that maximum wall sign area for each tenant be up to 1 ½ square feet for each lineal foot of building frontage (a 50 percent increase from the code maximum of 1 square foot per lineal foot of building frontage). However, staff believes that this has the potential to result in wall signs that are disproportionate to the size of the storefronts. In most cases, additional sign area cannot be accommodated by the building

facades, even for larger in-line tenants. For example, Chuck-E-Cheese, with a frontage of approximately 110 feet, would be permitted to have 165 square feet of sign area. With a standard letter height of 30 inches, and one line of copy, the length of the sign could be up to 66 feet. Under the sign code's ratio of 1 square foot of sign area per foot of store front, the allowable sign width would be 44 feet, which is more proportionate to the storefront.

The Applicant has communicated to staff that additional wall sign area would allow tenants more freedom to use creative sign styles and logos. The Planning Agency has not granted additional wall sign area for this reason in the past, and **Condition 19** has been added to the resolution, which requires that maximum wall sign area for all tenants be reduced to the code required 1 square foot per lineal foot of building frontage, with one exception as discussed further below.

Staff believes the ratio of 1 ½ square foot of signage is warranted for "Building A," the grocery store pad building (Fresh Market), for several reasons. The Fresh Market building could use an additional signage allowance in order to utilize all frontages for wall signs while maintaining a sign size that is proportional to the building facades to which they are attached. Additionally, the grocery store may have "secondary signage" to identify major departments (i.e. bakery, produce, pharmacy), which would be included in the overall sign area. Because of the above reasons, **Condition 19** requires that wall signs for all businesses be limited to 1 square foot per lineal foot of frontage, except "Building A," which is limited to 1 ½ square foot per lineal foot of building frontage. The Planning Agency has allowed similar deviations in the past, such as in the MSP for the Ashley Furniture center, which permitted a wall sign area of 2 square feet per lineal foot of building frontage for Ashley Furniture and Total Wine. Additional signage was granted to maintain proportionality with the large building facades.

Freestanding Signs

Freestanding signs M1 and M2 are center identification signs. Center identification signs are permitted to be 20 feet high and up to 400 square feet aggregate sign area. Additionally, the code specifies that center identification signs may identify up to two tenants, which may comprise only 50 percent of the sign message area. The Applicant is requesting a deviation for these signs to permit 5 tenant panels on each sign, comprising approximately 80 percent of the sign message area. Freestanding sign M3 does not identify the center and staff has classified it as a monument sign. Monument signs are not limited in the number of tenants that can be identified, but are significantly limited in size to 40 square feet and 4 feet in height. To accommodate the 5 tenant panels requested, sign M3 is significantly larger than what the code allows at 12'10" and approximately 100 square feet (the sign message area is 60 square feet). The Applicant justifies the need for the number of tenant panels (15 in total) because (1) wall signs for the majority of in-line tenants in the center will not be visible from the street due to the extensive landscaping both in and around the center and due to the new buildings that will be constructed closer to the street that will further block views into the center, and (2) the center has a contractual agreement with at least three tenants for space on the freestanding signs (see Attachment 2, Justification Letter).

It should be noted that while they do contain additional tenant panels, the proposed center identification signs are significantly lower and smaller than the maximum permitted by the code. Additionally, all of the freestanding signs are designed well to reflect the architecture of the center and will be situated within landscape planters so as to provide a balance of signage and landscaping.

The Planning Agency has previously approved center identification signs that do not comply with the code requirements. One of the center identification signs at La Paz Village was approved with 4 tenant panels and is 13 feet tall. This deviation was granted for two reasons: (1) the center is comprised of mostly small businesses and had no identifiable “anchor tenant(s)” that would typically appear on a center identification sign, and (2) a significant grade separation when viewed from McIntyre or the intersection of McIntyre and La Paz makes views into the center impossible. The Courtyard at La Paz shopping center has a center identification sign that is 12’6” and has four tenant panels. This sign was justified because it represents a decrease in an existing non-conformity, as the previous center identification sign had 12 tenant panels. The Courtyard also has two architectural tower elements (approximately 34 feet tall) that anchor each end of the “courtyard” area within the shopping center that each identifies 6 tenants. These signs were justified due to several unique circumstances. First, the signs are set back within the property (not near the street). Second, they direct attention to an area of the center (the “courtyard”), whose tenants do not even have visibility from their own parking lot due to the unique design of the center. And finally, it was determined that the signs were “architectural elements” that served not only as signs, but as an architectural anchor for each end of the “courtyard” area, which is somewhat necessary due to the especially deep lot. Staff was unable to find record of any deviations granted for monument signs similar to the one (M3) proposed in the proposed MSP. See Attachment 4 for additional comparison and exhibits of the signs for other centers mentioned above.

While the Planning Agency has granted deviations similar to those proposed (i.e. additional tenant panels and more than 50% copy area devoted to tenant identification) for center identification signs in the past, the justifications for granting those previous signs are not present at the subject shopping center. Specifically: (1) There is no significant grade separation between the street and the shopping center; (2) the subject center has “anchor tenants” to whom space on the monument signs would logically be assigned; (3) there is no special design circumstance (such as at the Courtyard at La Paz) at the center; and (4) the proposed signs do not represent a decrease in any existing non-conformity at the subject site. The justifications given by the Applicant for the requested additional signage are fairly typical to neighborhood shopping centers. Specifically: (1) landscaping in and around commercial centers often limits views of tenant signs from the street, and in fact such landscaping is required in all new and remodeled centers; (2) the additional buildings at the perimeter of the site are not unique to the center and were, in fact, proposed by the Applicant; and (3) larger tenants naturally want more signs and street visibility, but that is not a unique circumstance at this center.

After comparison of the Applicant's justifications for the proposed increases in signage and the circumstances at the subject site, and given the Planning Agency's past approach to the review of Master Sign Programs, staff has included a condition of approval (**Condition 20**), which requires that the three freestanding signs comply with code requirements. This would include:

- Reducing the number of tenant panels on signs M1 and M2 from 5 to 2 and limiting tenant identification to 50 percent of the copy area; and
- Decreasing the size of sign M3 to meet monument sign requirements of 4 feet high and 40 square feet, OR converting this sign to a center identification sign with 2 tenant panels comprising up to 50 percent of the copy area.

Even though the Planning Agency may not have chosen to grant additional signage for the reasons described by the Applicant in the past, it does not prevent the Planning Agency from granting the request based on considerations such as those stated by the Applicant.

Notices were mailed to 129 property owners within a 300-foot radius of the subject property, 36 occupants of the subject site, and Nellie Gail Ranch Owners Association. As of the writing of this report, staff has received no comments from property owners or tenants of the subject property. Staff notes that the Nellie Gail Ranch Owners Association has verbally expressed some generalized concern over the name of the shopping center which refers to Nellie Gail Ranch. However the City is generally unable to regulate the content of signage.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA). Upon completion of this review, it has been determined that this request is categorically exempt from CEQA, pursuant to Guideline Section No. 15311 (Class 11, Accessory Structures). Categorical Exemptions are projects that have been determined not to have a significant effect on the environment and that have been exempted from the requirements of the California Environmental Quality Act. Class 11 consists of construction of minor structures accessory to existing commercial institutions, including on-premise signs.

ATTACHMENTS:

- Attachment 1: Resolution of Approval
- Attachment 2: Justification Letter from Applicant
- Attachment 3: Proposed Master Sign Program
- Attachment 4: Comparison to other signs granted deviations

Attachment 1

RESOLUTION NO. PA2013-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SDPM/MSP NO. 3-13-2531, A REQUEST BY VINTAGE REAL ESTATE, LLC, ON BEHALF OF THE PROPERTY OWNER, MOULTON LA PAZ, LLC, FOR A NEW MASTER SIGN PROGRAM FOR THE SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY

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

WHEREAS, Vintage Real Estate, LLC, on behalf of the property owner, Moulton La Paz, LLC ("the Applicant"), has filed an application for Site Development Permit/Master Sign Program (SDPM/MSP) No. 3-13-2531 for a new Master Sign Program (MSP) for the shopping center located at 26534-26562 Moulton Parkway in the Community Commercial (CC) Zoning District; and

WHEREAS, SDPM/MSP No. 3-13-2531 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 11 (CEQA Guidelines Sections 15311, Accessory Structures) 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 May 28, 2013.

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 SDPM/MSP No. 3-13-2531 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the development code in that:

The site design for the shopping center has been previously approved. No changes to the site itself are proposed. Placement of the freestanding signs at the subject property complies with the development code in that the signs will be placed at least five feet from the property line and will not be located within any corner sight triangle.

2. The site is suitable for the proposed development in that:

The site is a commercial shopping center and no changes to the layout of the site or use are proposed. The proposed development involves permitting a MSP for the center to provide sign specifications for all signage at the center, including freestanding monument/center identification signs and tenant wall signs. Signage, like that proposed in the MSP is a typical part of commercial centers; therefore, the site is suitable for the proposed development.

3. The project is consistent with the General Plan and applicable design guidelines in that:

The General Plan encourages policies to promote economic development within the City, including attracting new businesses and helping to facilitate the success of new and existing businesses. Having a sign program that promotes unique and attractive signs helps to facilitate the success of the affected businesses. The Laguna Hills Municipal Code requires that signs be designed consistent with professional graphic and structural standards and be compatible with the building design. The sign specifications in the MSP provide guidance for tenants to encourage attractive signs that fit within the overall design of the center. The freestanding signs proposed use the same colors and ledgerstone that will be used in the center.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

As a previously approved shopping center, the site design and structural components are appropriate. The signs proposed in the MSP will not affect the site design or structural components.

Master Sign Program

1. The design and application of the sign criteria required by the development code are satisfied by the proposed sign program in that:

The MSP proposes a few deviations from what is permitted in the development code, including permitting slightly more wall signage for tenants and permitting up to five tenant panels on the freestanding signs. The development code signage criteria limits overall size, placement, and types of signage, but for projects involving a Master Sign Program, allows the Planning Agency to grant some deviations to the requirements of the code based upon quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. Therefore, with adoption of a Resolution of Approval, the development code sign criteria are satisfied by this proposal.

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design in that:

Freestanding signs will be constructed of high quality materials and designed to match the architecture of the center. The entire perimeter of the site will receive extensive landscape remodel, with the freestanding signs located within the landscaped areas. The proposed MSP encourages that tenants "consider the specific architectural style of their façade, the overall concept of the project, the scale...of the sign" and other similar criteria when designing graphics for their storefronts. Additionally, the preferred wall sign type is a "mixed media" sign, which encourages creative and attractive use of sign technologies.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDPM/MSP No. 3-13-2531 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Vintage Real Estate, LLC, on behalf of Moulton La Paz, LLC, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Site Development Permit/Master Sign Program, SDPM/MSP No. 3-13-2531 approved pursuant to this Resolution.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs

and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

4. 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.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
7. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from May 28, 2013.
10. Within 48 hours from 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.

Building

11. The Applicant shall secure applicable building permits, as required by Section 105 of the 2010 California Building Code (see work exempt from permits), prior to the commencement of any work for which a permit is required.
12. Any required plans 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 (construction documents).

Public Services

13. Prior to issuance of building permits for sign M2, the Applicant shall obtain all necessary written approvals from the Public Services Department for locating proposed sign M2 within the City's existing landscape and equestrian trail easements. Final placement of proposed sign M2 shall be subject to advance written approval by the Public Services Director.

Planning

14. Lighted signs shall be designed and maintained so as not to illuminate beyond the project boundary. Exterior lights shall be focused inward and away from surrounding uses.
15. All signage, 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.
16. No wall signs are permitted on the rear (east) elevation of the Shops D building, facing the City open space.
17. Exposed neon is permitted only in accordance with L.H.M.C. Chapter 9-42.240 and is prohibited if located and visible within 150 feet of any residentially zoned property.
18. All signs shall comply with the lighting requirements in L.H.M.C. Chapter 9-42.060.
19. Tenant wall sign area is limited to 1 square foot per lineal foot of building frontage, except for the sign area for "Building A" (grocery store pad), which shall be limited to 1 ½ square foot per lineal foot of building frontage.
20. Freestanding signs shall comply with all requirements of the Laguna Hills Municipal Code, including sign height and area, number of tenant panels, and amount of copy area dedicated to identifying the center.

PASSED, APPROVED, AND ADOPTED this 28th day of May, 2013.

BARBARA D. KOGERMAN, 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. PA2013-05-28- adopted by the Planning Agency of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 28th day of May, 2013, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

Attachment 2

VINTAGE REAL ESTATE, LLC

March 15, 2013

City of Laguna Hills
Katie Crockett
Planning Division

Subject: Village at Nellie Gail Ranch - Letter of Justification
Planning Application – Master Sign Program

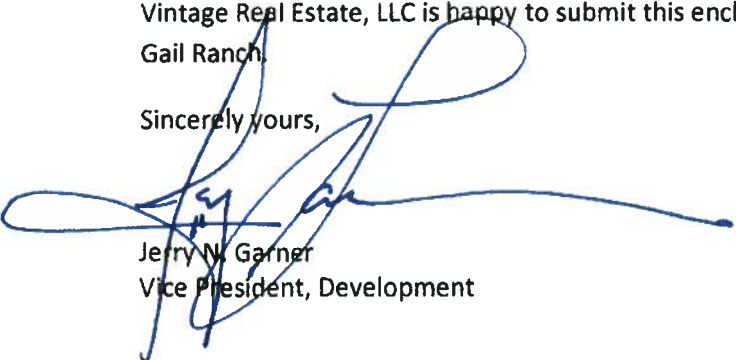
The Village at Nellie Gail Ranch will center on the surrounding area by addressing consumer interest in authenticity and focusing on the local in our tenant mix and design choices, avoiding a one size fits all approach. To offer what the community desires, Vintage is bringing a high-end east coast specialty market to The Village.

With the addition of the market building along with two new pad buildings all located on the outer edges of the property, seeing into the project by passersby's driving their cars along La Paz Road or Moulton Parkway will no longer be possible. Heavy landscaping along the bridle path at La Paz Road, new landscaping along Moulton Parkway and a large field of thirty (30) deciduous trees spread across a formal grid in the very heart of the project, will make viewing into the project from the street and being able to determine the tenant store signs by line of sight, mostly impossible. The submitted sign program will require new tenants to be thoughtful and creative with their store signage, but the large majority of this signage will not be viewable from the street.

Therefore, the three proposed monument signs at the project entries are key and essential for the economic health of the major and minor project tenants. While the Landlord has contractual responsibilities to place The Fresh Market, Chuck-E-Cheese's and Big 5 on the M1 and M2 monuments as indicated in the Sign Program, Landlord needs to also be able to allow other in-line and shop tenants to be displayed on these two monuments as well as the key M3 monument sign. This M3 sign will be most interior tenant's only visual access from the street and thus is exceedingly important to their economic welfare.

Vintage Real Estate, LLC is happy to submit this enclosed Sign Criteria Package for the Village at Nellie Gail Ranch.

Sincerely yours,



Jerry N. Garner
Vice President, Development

Attachment 3

The Village

AT NELLIE GAIL RANCH

SOUTHEAST CORNER OF
MOULTON PARKWAY & LA PAZ ROAD
LAGUNA HILLS, CA 92653



S I G N P R O G R A M

May 16th, 2013

VINTAGE CAPITAL GROUP





LANDLORD **Moulton La Paz, LLC**
11611 San Vicente Blvd. - 10th Floor
Los Angeles, CA 90049
Tel. 310.738.2788 Fax. 310.207.0035

SIGN CONSULTANT

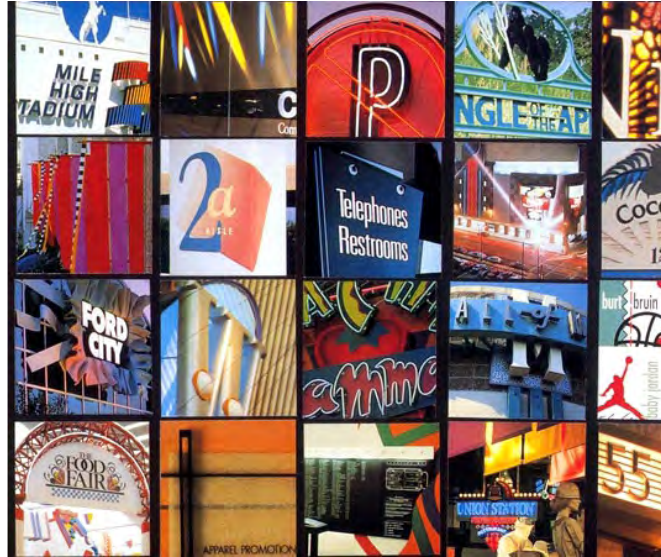


AD/S Companies
2950 Palisades Drive
Corona, CA 92880
Tel. 951.278.0680 Fax. 951.270.2005

ARCHITECT **Nadel Studio One, Inc.**
1990 S. Bundy Drive - 4th Floor
Los Angeles, CA 90025
Tel. 310.826.2100 Fax. 310.826.0182

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O B J E C T I V E

The objective of the following sign criteria is to provide standards and specifications that assure consistent quality, size, variety and placement for Tenant signs throughout this project. This criteria is also intended to stimulate creative invention and achieve the highest standard of excellence in environmental graphic communication. Such excellence is best achieved through open and frequent dialogue between Tenant, Landlord, and the project's graphic design consultant. Signage at The Village at Nellie Gail Ranch, Laguna Hills, California is an integral part of the center's image and appeal, so signs must be thoughtfully designed, placed and proportioned to the individual architectural facade on which they are placed. Care in the design and installation of store signs will enhance customer's appreciation.

OVERVIEW

The overview of this criteria is to assist the Landlord/Tenant and City relationship.

The Landlord will be responsible to:

- Provide base building design and construction information requested by Tenant's sign design consultant.
- Review, comment and approve Tenant sign submission.

In return, the Tenant will be responsible for:

Design, fabrication, permitting and installation of signs, including any structural support and electrical service and any special installation requiring addition or modification to the shell building approved by the Landlord.

Maintenance of the Sign

The Tenant shall employ professional sign fabricators and installers approved by the Landlord who are well qualified in the techniques and procedures required to implement the sign design concept. The Tenant will abide by all provisions, guidelines and criteria contained within this "The Village at Nellie Gail Ranch" Sign Program.

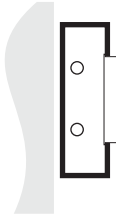
Only those sign types provided for and specifically approved by the Landlord in Tenant's sign submission documents will be allowed. The Landlord may, at his discretion and at the Tenant's expense and after proper notice to Tenant, replace or remove any sign that is installed without Landlord's written consent, or that is not executed in conformance with the approved submission. Tenant shall furnish the Landlord with a copy of all sign fabrication and installation permits prior to installation.

Note: It will be the responsibility of the Tenant to satisfactorily repair and patch holes of their storefront sign area should the Tenant vacate these premises.

Graphic Examples



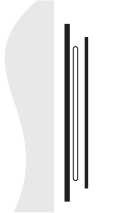
Halo Illumination



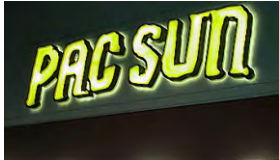
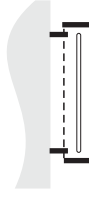
Routed Pushed Through Copy



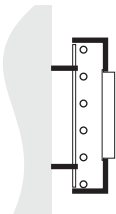
Standard Channel Letters



Metal Cut Out Panel with Halo Illumination



Front and Halo lit Channel Letters



A combination of routed and backed up copy out of a halo illuminated panel

SIGN SIZE PARAMETERS

- (A) **Monument Sign (M1) (Base sign furnished by Landlord. See page 16a).**
One (1) 12'-10" high monument sign with Project Identification, five (5) Tenant names.
- (B) **Monument Sign (M2) (Base sign furnished by Landlord. See page 16b).**
One (1) 13'-10" high monument sign with Project Identification, five (5) Tenant names.
- (C) **Monument Sign (M3) (Base sign furnished by Landlord. See page 17).**
One (1) 12'-10" high monument sign with five (5) Tenant names.
- (D) **Wall Signs - Furnished by Tenant**
Each Tenant is allowed one (1) storefront ID sign above their storefront. Tenants with building elevations facing multiple exposures such as a parking lot or street may incorporate only one (1) sign per face or elevation, as approved by Landlord at Landlord's discretion. However the definition of "one" sign may vary. For instance, the tenant's storefront could be divided up by two individual architectural elements such as two separate dimensions or part storefront and part tower. In either of these cases the tenant may have the name of the store on one section and a logo or graphic on the second area and will be considered as one sign.

See building elevations on pages 12 -16 for possible sign locations.

The total sign area allowed for each tenant will be at the sole discretion of the Landlord and may not exceed one and one half (1-1/2) square feet for each lineal foot of building frontage or leased store frontage.

Secondary or ancillary signs (i.e., Pharmacy, Photo, etc.) shall be permitted for Major Tenants (over 20,000 sq. ft.) and shall be included in the overall allowed sign area.

The maximum width of any Tenant's storefront sign may not exceed seventy-five (75%) percent of the Tenant's leased storefront.

- NOTE: 1) A wall sign may not extend above the top of the wall of the building.
2) No signs are permitted on the back of building D (East elevation).

Sign area calculation shall be computed as shown:



TENANT NAME

Logo and Tenant Name calculated separately



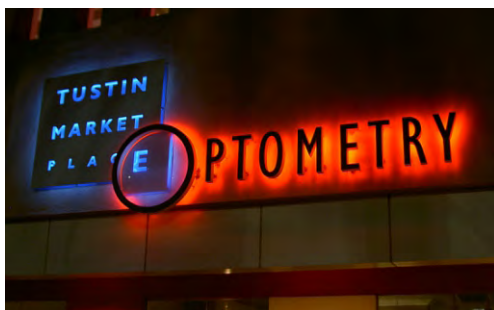
Tenant Name

Logo and Tenant Name calculated separately (up to 8 lines around logo or copy)



TENANT NAME

Logo and Tenant Name shall not be calculated as one area



Mixed Media: Halo illuminated channel letters with an aluminum panel and routed copy.



Mixed Media: Halo illuminated dimensional "M" logo w/perforate aluminum face and open-faced channel letters on decorative ledge.



Mixed Media: Halo letters on wire mesh background and exposed neon accents.

SIGN STYLES

There are many acceptable sign treatments, however a **Mixed Media*** three-dimensional approach combining several different fabrication and lighting techniques is preferred. Tenants are strongly encouraged to consider the specific architectural style of their facade, the overall concept of the project, the scale of the proposed sign and the critical viewing angles and sight lines when designing appropriate graphics and signs for the storefront. Note that specific locations and surrounding architectural treatments can limit the maximum sign height and length, which may differ from the general guidelines proposed above. The Landlord reserves the right to approve or reject any proposed sign on the basis of the size and placement.

Acceptable sign styles may include:

1. Creative use of standard illuminated channel letters.
2. Front and halo illuminated channel letters.
3. Mixed media/dimensional signs using images, icons, logos, etc.
4. Mixed media, 3-dimensional signs painted gold, silver or copper leaf.
5. Halo illuminated letters, 3" deep minimum.
6. Dimensional geometric shapes.
7. Exposed neon if used as an accent, subject to approval by the Landlord.

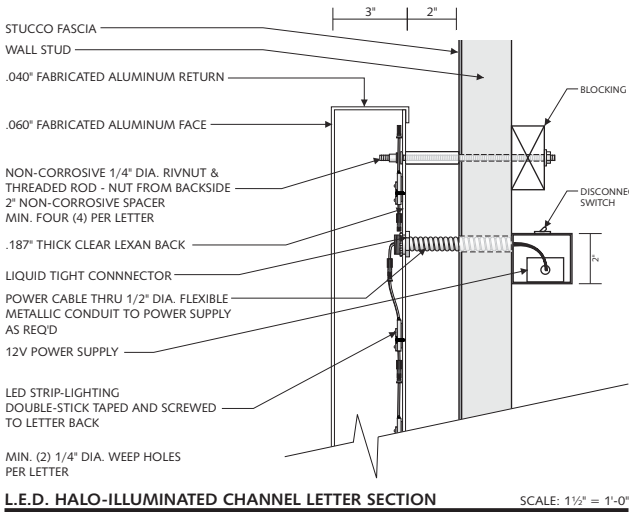
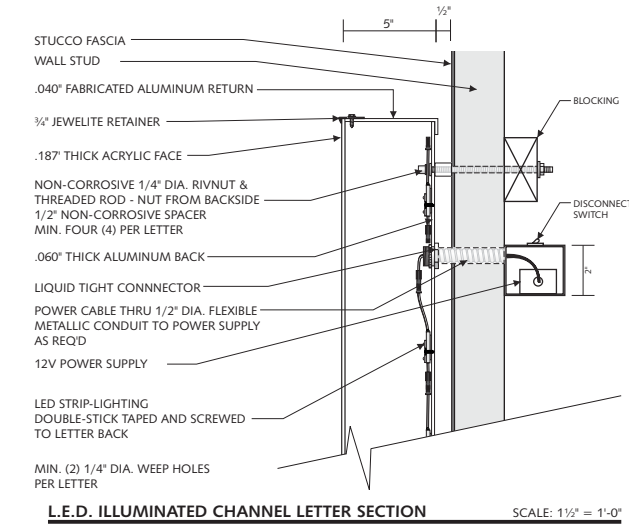
* **Mixed Media** signs are signs employing two or more illumination and fabrication methods.

For example: Halo lit reverse channel letters with exposed neon accents.

Also, although simple rectangular cabinet signs are not allowed, mixed media signs may be composed of elements, one of which may be a panel or cabinet. However, the panel / cabinet sign should not exceed 50% of the total a sign area.

With the Landlord approval, complex shaped (i.e Polyhedron) sign cabinets which is part of a national logo, may be used alone if they incorporate dimensional elements such as push-through letters.

TYPICAL ATTACHMENT DETAILS



TYPE STYLES & LOGOS

The use of logos and distinctive type styles is encouraged for all Tenant signs. Sign lettering may be combined with other graphics and or dimensional elements denoting the type of business. The Tenant may adapt established styles, logos and/or images that are in use on similar buildings operated by the Tenant in California, provided that these images are architecturally compatible and approved by the Landlord. The typeface may be arranged in one (1) or two (2) lines of copy and may consist of upper and/or lower case letters. The Tenant should identify trademark protected type and marks in their sign submission to assist the Landlord in the review process.

LIGHTING

Tenant signs should be creatively illuminated using a variety of lighting techniques. One or more of the following are allowed:

- 1. Neon or fluorescent contained in letters and panel cabinets
- 2. Light Emitting Diodes (LED's)
- 3. Fiber Optics
- 4. Cove Lighting (Indirect Illumination)
- 5. Exposed neon accents
- 6. Incandescent light bulb

If it is determined by Landlord at any time that the primary lighting of Tenant's wall sign or blade sign is too intense or too dim, the Landlord may require at Tenant's expense to install a dimmer switch.

COLORS

The following guidelines are for selecting colors of Tenant's signing. The project and the individual building facade will consist of a variety of colors and materials. Signs may incorporate **regionally** and **nationally** recognized logo colors. Sign colors should be selected to provide sufficient contrast against building background colors. Sign colors should be compatible with and complement building background colors. Sign colors should provide variety, sophistication and excitement. Color of letter returns shall be a contrasting color to the face of the letter. Neon accent colors should complement related signing elements. Bright colors such as "Hot Pink" will not be allowed.



APPROVAL PROCESS

At least thirty (30) days prior to the Landlord's scheduled delivery of the premises, Tenant shall provide the following information to the Landlord for review.

Note: This information is separate from sign approval submission and store design and drawing submissions, and will be used to begin the sign design process.

Store Name;
Store Logo (in color with colors identified);
Store interior materials, colors and finishes.

Allowing reasonable time for Landlord's review and Tenant's revision of submission in advance of sign fabrication, Tenant shall submit for Landlord's approval, three (3) sets of complete and fully dimensioned shop drawings of the Tenant's sign to the Landlord's Tenant Development Director.

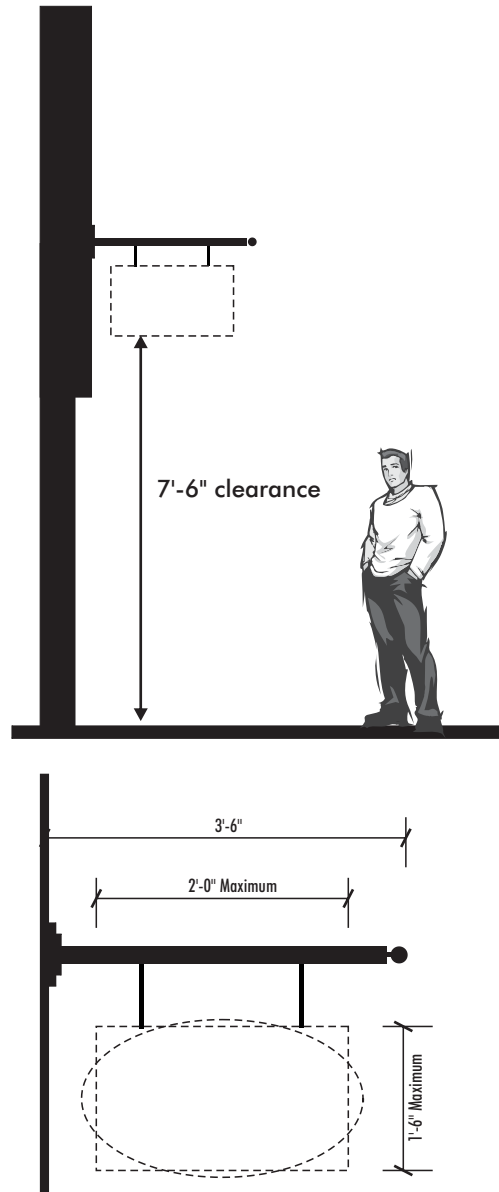
Shop drawings shall include at least the following: Tenant's entire building facade elevation, showing the proposed sign, in color drawing to scale of 1/4" - 1'-0".

Storefront (partial building) elevation showing the location, size, color, construction and installation details of the Tenant's proposed sign. Typical "section-through" letter and/or sign panel showing the dimensioned projection of the letter or panel face and the illumination method.

Color and material samples together with a photograph (if possible) of a similar installation.

Within thirty (30) days of receipt of the sign submission, the Landlord will approve, as noted, or disapprove with comments the Tenant's sign design. Tenant must respond to the Landlord's comments and re-submit within fourteen calendar days, and repeat this process until all sign design, fabrication and installation issues are resolved to the Landlord's satisfaction.

Upon receipt of final sign approval, Tenant may submit the proposed sign to the governing agency for review for consistency with the Sign Program and the required fabrication and installation permits. Tenants are required to provide one (1) set of the Landlord approved drawings to the City of Laguna Hills when submitting for building permits.



Blade Signs / Under Canopy Signs

Each Tenant is permitted one (1) either projecting blade or hanging under canopy sign per customer entrance. The blade sign program requires that each Tenant's graphic identity be transformed into a 3-dimensional double-faced sign. The Landlord encourages the Tenant to propose blade/under canopy sign design, which enrich the pedestrian environment with a creative use of color and material combined with a strong store name identification.

Additionally:

Blade / under canopy signs may be illuminated or non-illuminated.

Illuminated signs must have an internal light source.

Blade / under canopy signs shall project no more than 3'-6" from the building face, and shall be a maximum of 1'-6" in height and 2'-0" in length for each face.

Clearance from the underside of the blade sign to be finished common area paving shall be a minimum of 7'-6".

Proposals for blade/under canopy sign designs will be reviewed at the time of the Tenant's overall sign design submission. It is the responsibility of the Tenant to ensure that his fabrication and installation contractor includes adequate support for the blade sign and all required electrical services and connections.

The blade sign may not be the primary store identification sign and will not be included in the calculation for the overall area permitted.

Note #1: Landlord is not responsible for structural backing or the dedicated primary electrical power that may be required to support the blade sign. This must be coordinated with Tenant's Improvement Contractor prior to installation.

Note #2: Design of the mounting bracket is the responsibility of the Tenant and is to be considered as a part of the overall design of the blade sign.



THE FOLLOWING SIGNS AND ELEMENTS ARE PROHIBITED

1. A sign that consists of only an unadorned rectangular cabinet signs with translucent or opaque faces.
2. Temporary wall signs, pennants, banners, inflatable displays or sandwich boards, unless with specific prior approval from Landlord.
3. Window signs or signs blocking doors or fire escapes, unless approved by the Landlord (Note: Box signs hanging in display windows are not allowed).
4. Gold leaf treatments on windows, box signs and exposed neon window displays without Landlord's written approval.
Note: Approval is at Landlord's discretion. Off the shelf signs are discouraged.
5. Exposed junction boxes, wires, plug in wires on window signs, transformers, lamps, tubing, conduits, raceways or neon crossovers of any type.
6. Signs using trim-cap retainers that do not match the color of the letter and logo returns. (polished gold, silver or bronze trim caps are NOT permitted).
7. Pre-manufactured signs, such as franchise signs that have not been modified to meet these criteria.
8. Paper, cardboard, or Styrofoam signs, stickers, or decals hung around or behind storefronts. (Except those required by governmental agencies)
9. Exposed fasteners, unless decorative fasteners are essential to the sign design concept.
10. Simulated materials such as wood grained plastic laminates or wall coverings.
11. Flashing, oscillating, animated lights or other moving sign components.
12. Rooftop signs or signs projecting above roof lines or parapets.
13. Signs on mansard roofs or equipment screens.
14. Advertising or promotional signs on parked vehicles.
15. Sign company decals in full view (limit to one placement only).
16. Painted signs.
17. Portable and A-frame signs.
18. Wind-activated and balloon signs.
19. Outdoor advertising structures (billboards).
20. Signs on awnings or awning valences are not permitted unless approved by Landlord.

FABRICATION

The Tenant must insure that his sign fabricator and installer understand their responsibilities before they begin the sign fabrication.

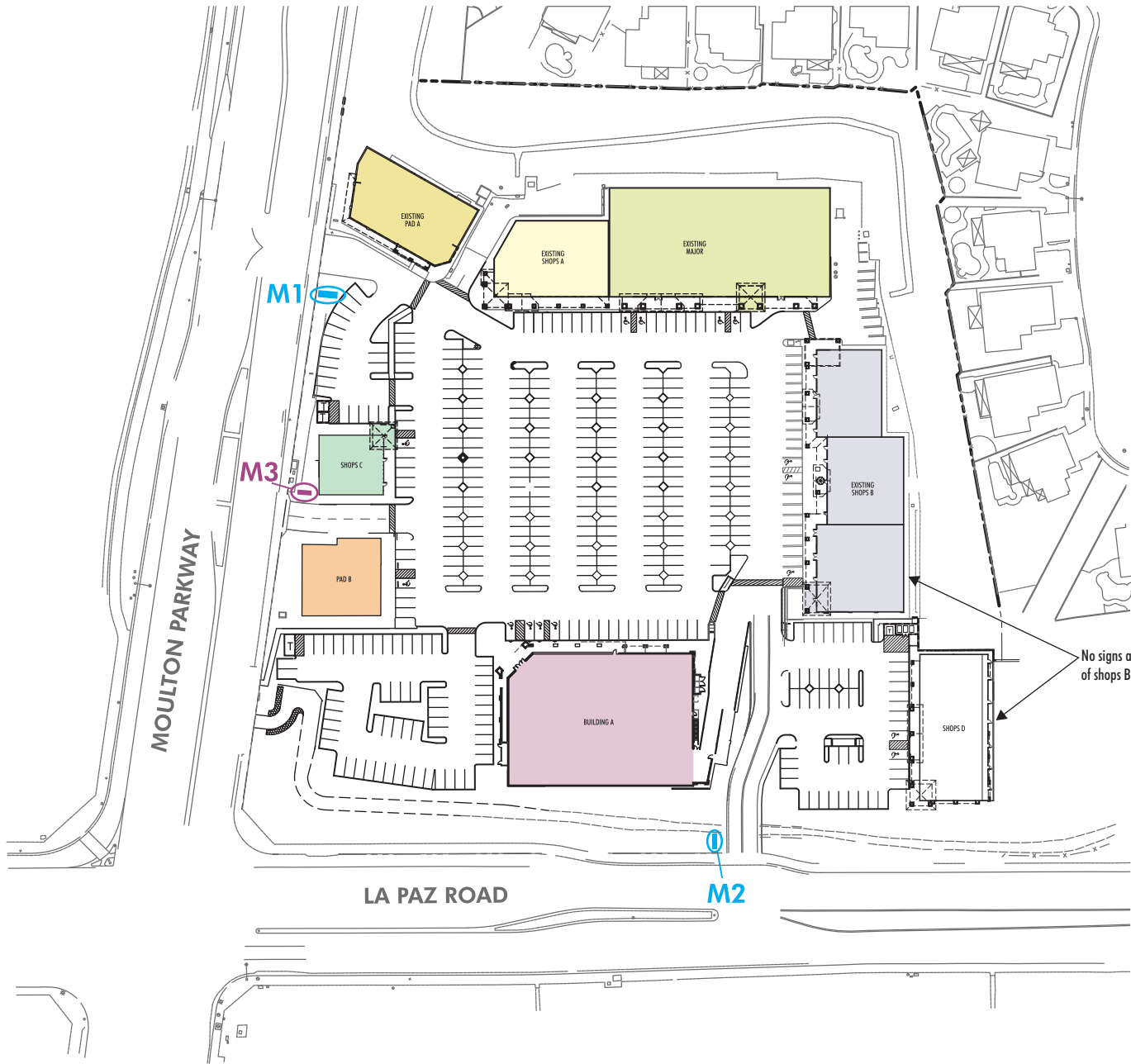
The Tenant's sign contractor is responsible for the following:

1. Signs must be fabricated of durable appropriate weather resistant materials complementary to the base building materials.
2. Dissimilar metals used in sign fabrication shall be separated with non-conductive gaskets to avoid electrolysis. Additionally stainless steel fasteners shall be used to attach dissimilar metals.
3. Threaded rods or anchor bolts shall be used to mount sign letters which are held off the background panel. Angle clips attached to letter sides will NOT be permitted.
4. Colors, materials, finishes shall exactly match those submitted to and approved by the Landlord.
5. Visible welds and seams shall be ground smooth and filled with auto body compound before painting.
6. No fasteners, rivets, screws or other attachment devise shall be visible from any public vantage point.
7. Finished metal surfaces shall be free from canning and warping. All sign finishes shall be free of dust, orange peel, drips and runs and shall have a uniform surface conforming to the highest industry standards.
8. Reverse channel letters shall be pinned two (2") inches from the wall. The letter return depth shall be minimum three (3") inches and letters shall have a clear acrylic backing.
9. All Signs to be pegged a minimum of a half (½") inch from wall or facade onto which the letters are attached.

INSTALLATION

The Tenant's sign installer will provide the following:

1. Provide the Landlord with an original certificate of insurance naming the Landlord as an additional insured for liability coverage in an amount required by Landlord.
2. Obtain all required sign permits from the City of Laguna Hills, California and deliver copies to the Landlord before installing the sign(s).
3. Keep a Landlord approved set of sign drawings on site when installing the sign(s).
4. Warrant the sign(s) against latent defects in materials and workmanship for a minimum of one (1) year.



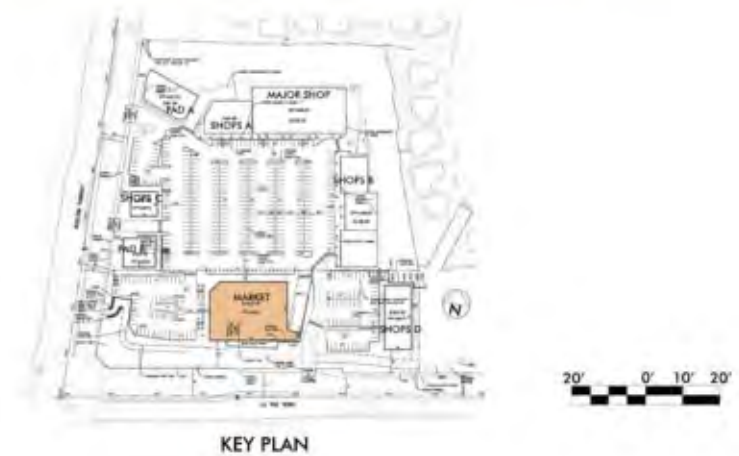
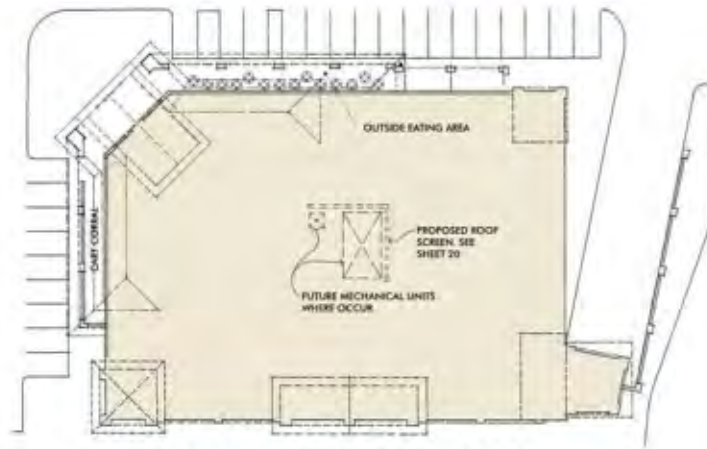
- = MONUMENT SIGN (M1 - M2)
- = MONUMENT SIGN (M3)

- Final sign locations to be determined Developer/Landlord.
- Sign company to work with Public Services to permit freestanding signs within Landscape Easement.

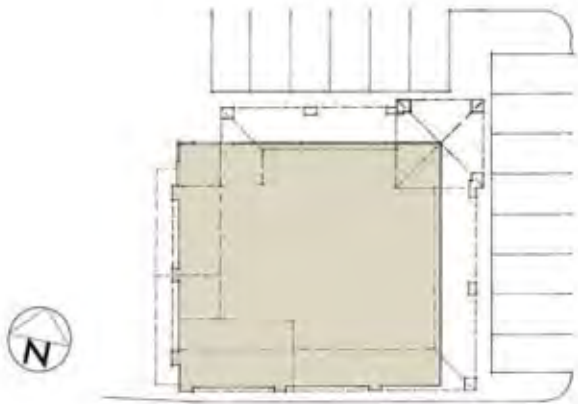
No signs are allowed on the backs of shops B and D



BUILDING ELEVATIONS (MARKET)



BUILDING ELEVATIONS
(SHOPS 'C')



FLOOR PLAN / ROOF PLAN



**BUILDING ELEVATIONS
(SHOPS 'D')**



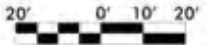
BUILDING ELEVATIONS
(PAD 'B')



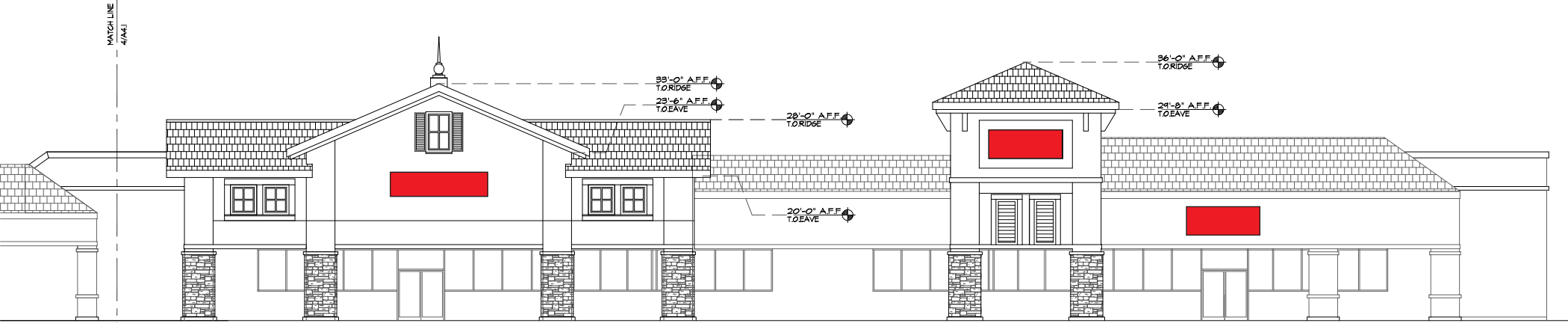
FLOOR PLAN / ROOF PLAN



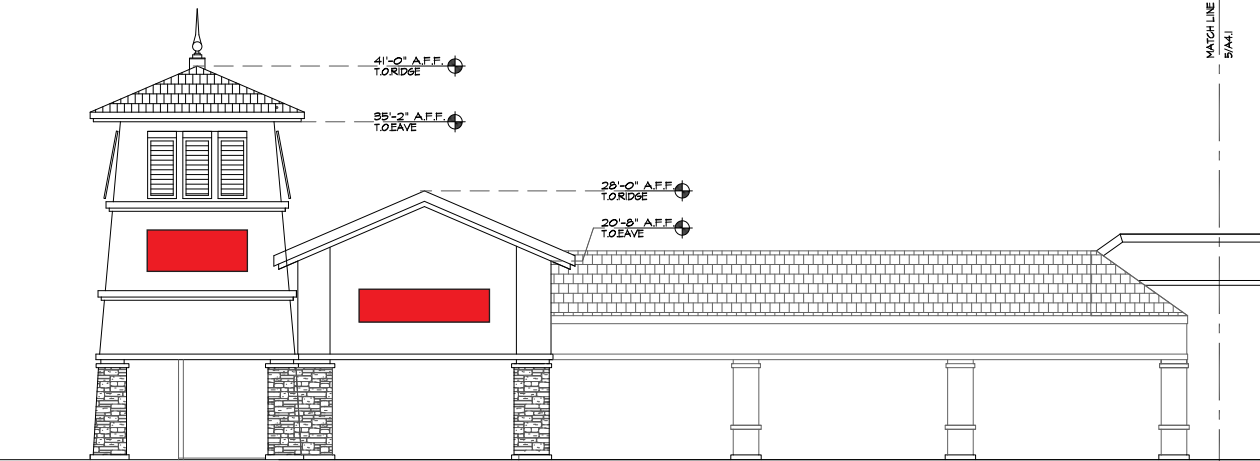
KEY PLAN



**BUILDING ELEVATIONS
(SHOPS 'A')**



South Elevation



South Elevation

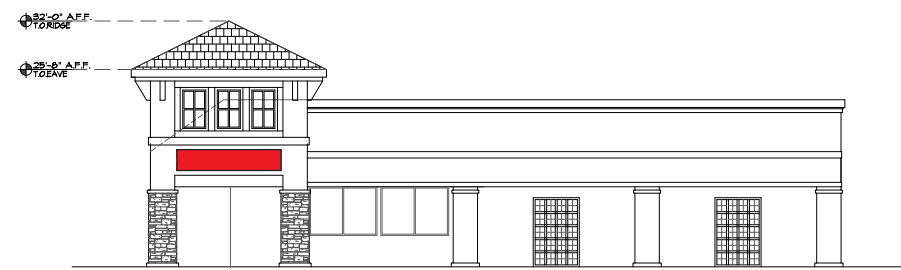
BUILDING ELEVATIONS
(SHOPS 'B')



West Elevation



West Elevation

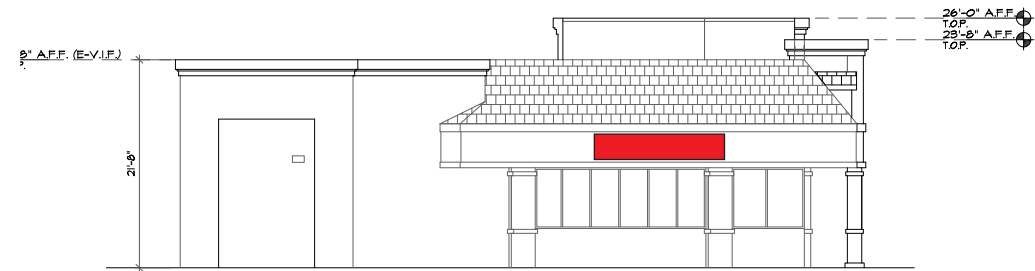


South Elevation



North Elevation

**BUILDING ELEVATIONS
(PAD 'A')**



West Elevation



East Elevation



South Elevation

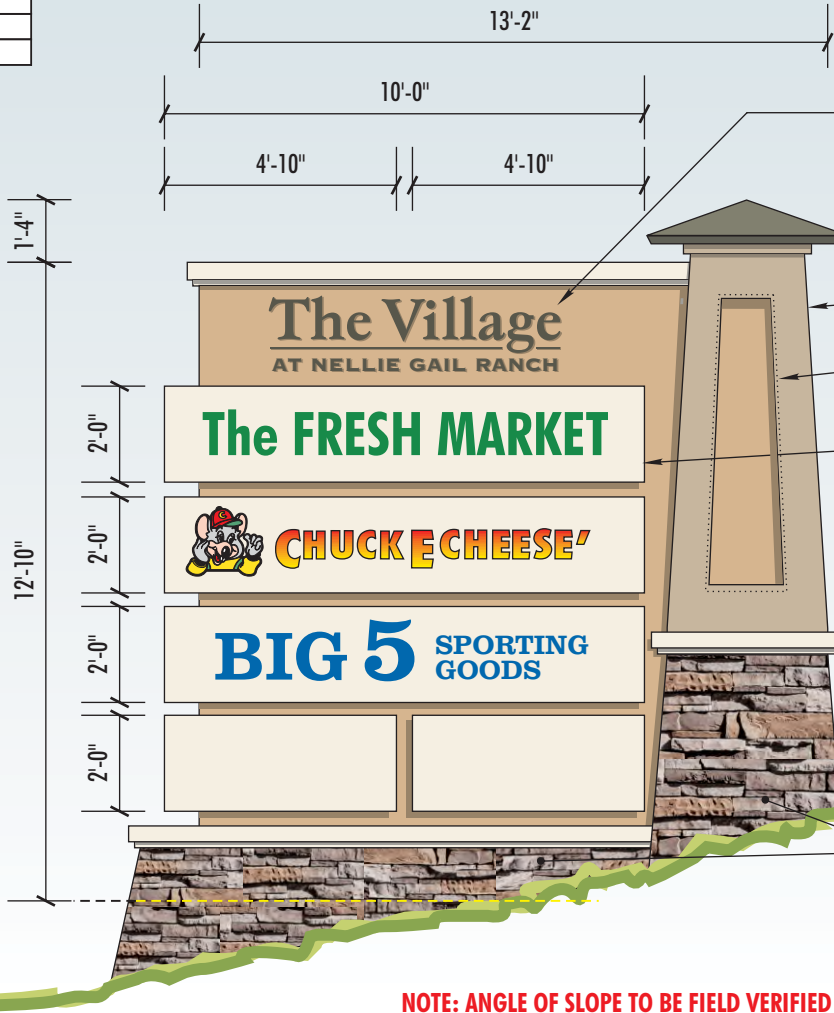
MONUMENT SIGN
(M1)

COLOR PALETTE	
P1	Frazer ColorLife CLW #1013W "Akarmina"
P2	Frazer ColorLife CLC #1244D "Vertri"
P3	Frazer ColorLife CL #2893M "Knapweed"
P4	Matthews #MP20186 "Warm Gray Metallic"



Colorado Stone - Idaho Drystack "Cape Cod Grey"

Qty: One (1)
Sign Area = 80 Sq. Ft.



Project ID to be routed out and 1/2" push thru acrylic with 3M Duranodic (3630-69) vinyl overlay. Illumination to be fluorescent lamps.

Aluminum cap painted P4.

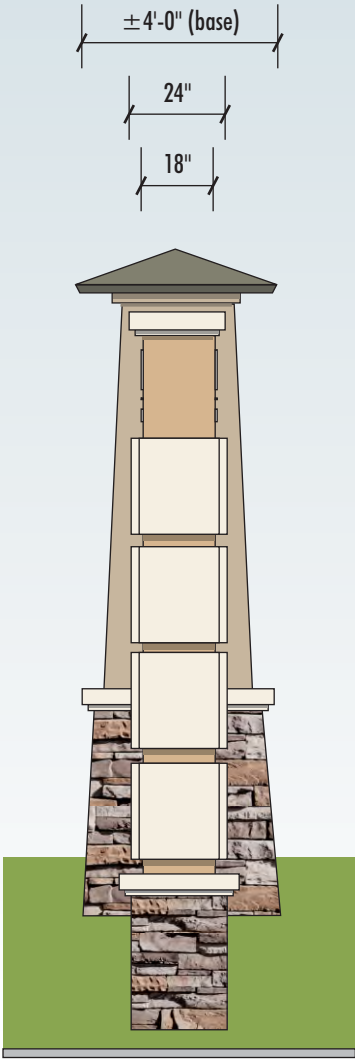
Aluminum column painted P3 with medium texcote finish, Recessed area painted P2 with White LED halo lighting.

Tenant aluminum panels painted P1 with a fine texcote finish. Copy to be routed out and backed up with acrylic. Illumination to be fluorescent lamps. NOTE: All tenant panels to have the same P1 (Akarmina) color background.

Aluminum cap painted P1.

Aluminum frame clad with Durock and Colorado Stone veneer - Idaho Drystack "Cape Cod Grey".

NOTE: ANGLE OF SLOPE TO BE FIELD VERIFIED PRIOR TO FABRICATION OF SIGN.



1 FRONT VIEW
SCALE: 1/4" = 1' - 0"

2 SIDE VIEW
SCALE: 1/4" = 1' - 0"

MONUMENT SIGN
(M2)

COLOR PALETTE	
P1	Frazer ColorLife CLW #1013W "Akarmina"
P2	Frazer ColorLife CLC #1244D "Vertri"
P3	Frazer ColorLife CL #2893M "Knapweed"
P4	Matthews #MP20186 "Warm Gray Metallic"



Colorado Stone - Idaho Drystack "Cape Cod Grey"

Qty: One (1)
Sign Area = 80 Sq. Ft.



Project ID to be routed out and 1/2" push thru acrylic with 3M Duranodic (3630-69) vinyl overlay. Illumination to be fluorescent lamps.

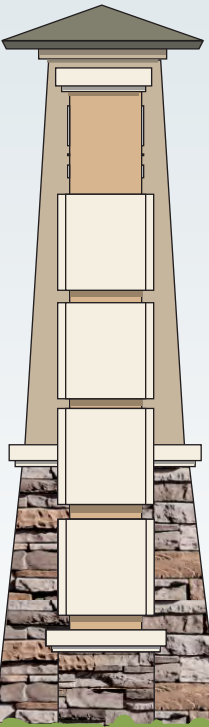
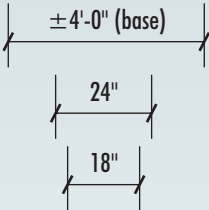
Aluminum cap painted P4.

Aluminum column painted P3 with medium texcote finish, Recessed area painted P2 with White LED halo lighting.

Tenant aluminum panels painted P1 with a fine texcote finish. Copy to be routed out and backed up with acrylic. Illumination to be fluorescent lamps. NOTE: All tenant panels to have the same P1 (Akarmina) color background.

Aluminum cap painted P1.

Aluminum frame clad with Durock and Colorado Stone veneer - Idaho Drystack "Cape Cod Grey".



1 FRONT VIEW
SCALE: 1/4" = 1' - 0"

2 SIDE VIEW
SCALE: 1/4" = 1' - 0"

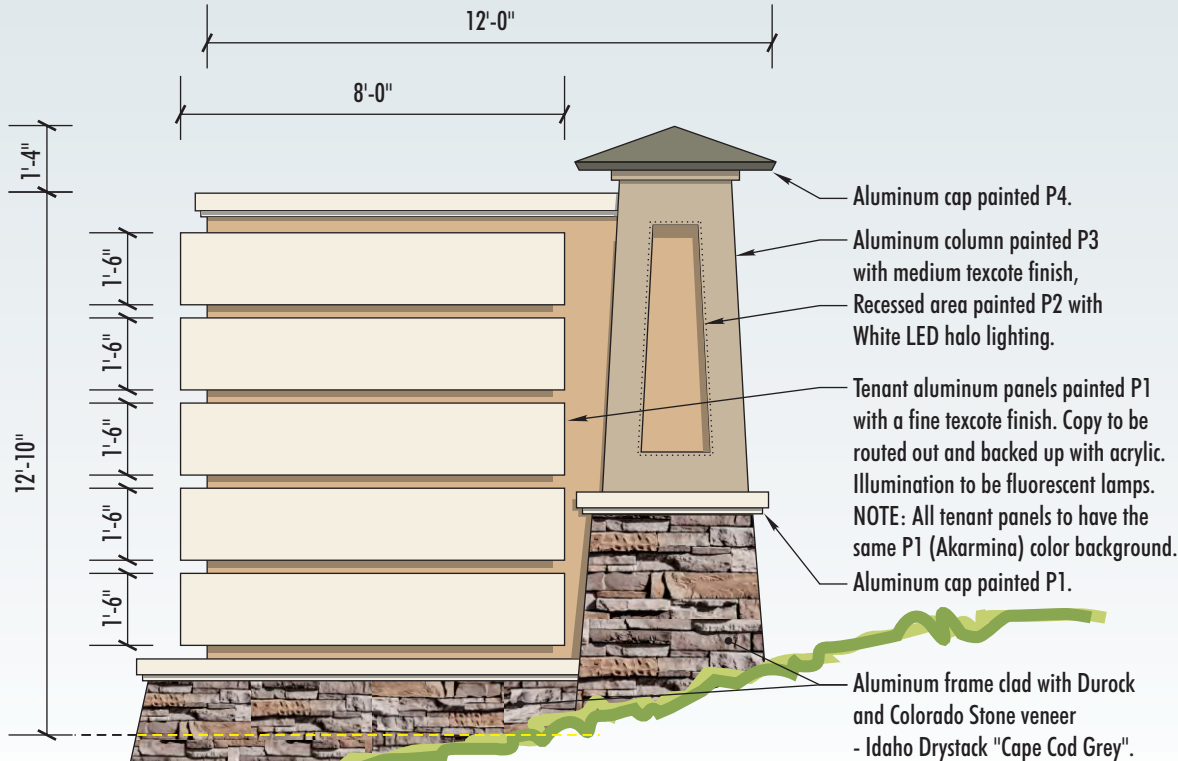
MONUMENT SIGN
(M3)

COLOR PALETTE	
P1	Frazer ColorLife CLW #1013W "Akarmina"
P2	Frazer ColorLife CLC #1244D "Vertri"
P3	Frazer ColorLife CL #2893M "Knapweed"
P4	Matthews #MP20186 "Warm Gray Metallic"



Colorado Stone - Idaho Drystack "Cape Cod Grey"

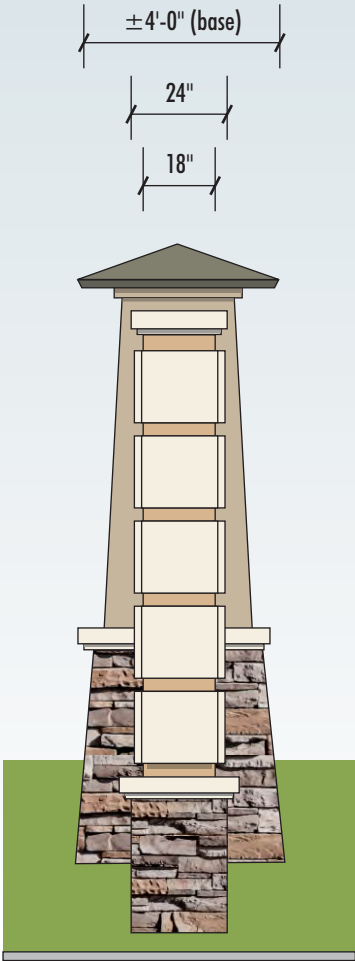
Qty: One (1)
Sign Area = 60 Sq. Ft.



Aluminum cap painted P4.
Aluminum column painted P3 with medium texcote finish, Recessed area painted P2 with White LED halo lighting.
Tenant aluminum panels painted P1 with a fine texcote finish. Copy to be routed out and backed up with acrylic. Illumination to be fluorescent lamps. NOTE: All tenant panels to have the same P1 (Akarmina) color background.
Aluminum cap painted P1.

Aluminum frame clad with Durock and Colorado Stone veneer - Idaho Drystack "Cape Cod Grey".

NOTE: ANGLE OF SLOPE TO BE FIELD VERIFIED PRIOR TO FABRICATION OF SIGN.



2 SIDE VIEW
SCALE: 1/4" = 1' - 0"

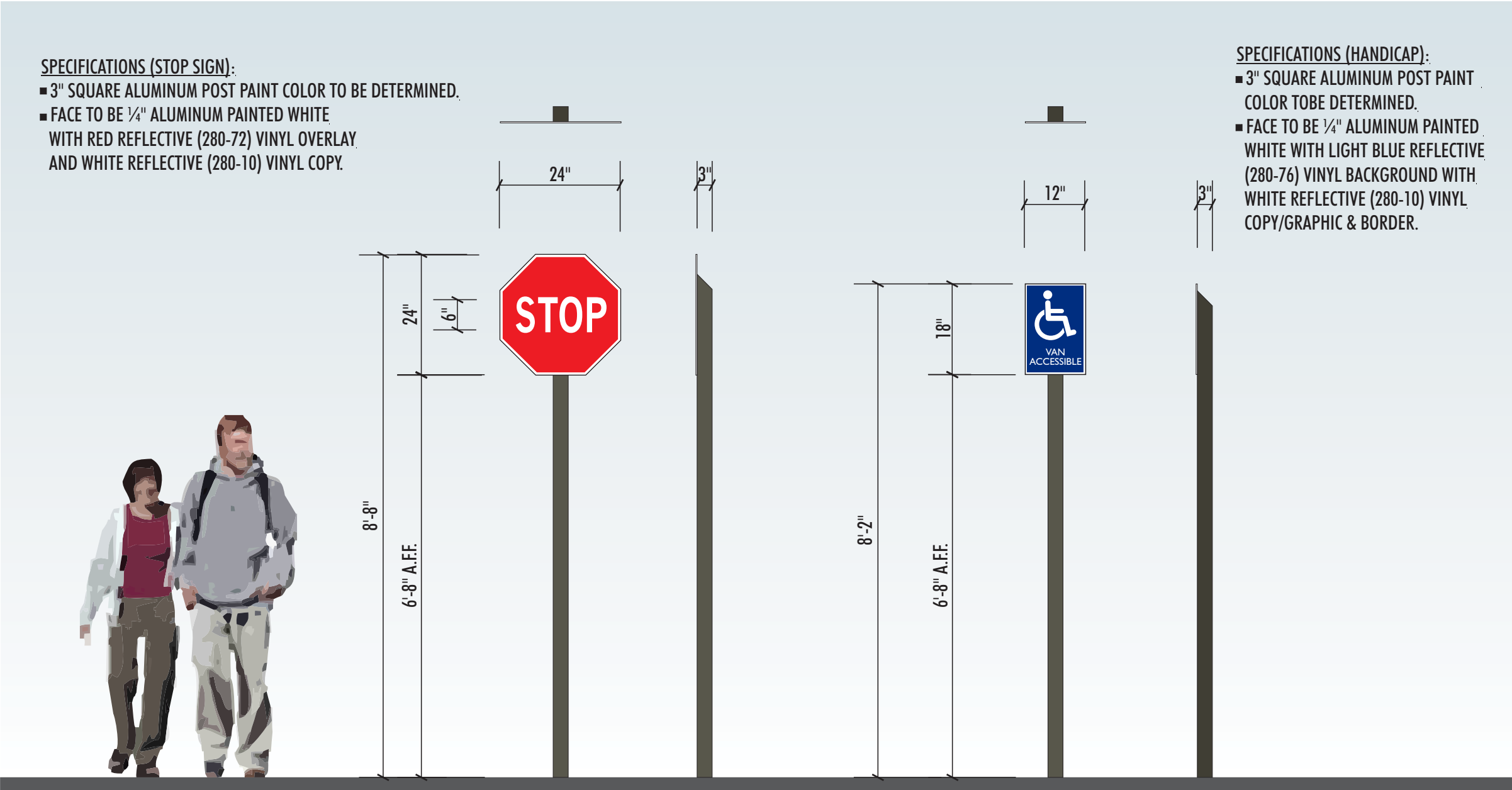
1 FRONT VIEW
SCALE: 1/4" = 1' - 0"

SPECIFICATIONS (STOP SIGN):

- 3" SQUARE ALUMINUM POST PAINT COLOR TO BE DETERMINED.
- FACE TO BE 1/4" ALUMINUM PAINTED WHITE WITH RED REFLECTIVE (280-72) VINYL OVERLAY AND WHITE REFLECTIVE (280-10) VINYL COPY.

SPECIFICATIONS (HANDICAP):

- 3" SQUARE ALUMINUM POST PAINT COLOR TO BE DETERMINED.
- FACE TO BE 1/4" ALUMINUM PAINTED WHITE WITH LIGHT BLUE REFLECTIVE (280-76) VINYL BACKGROUND WITH WHITE REFLECTIVE (280-10) VINYL COPY/GRAPHIC & BORDER.



SCALE: 1/2" = 1'-0"

SPECIFICATIONS:

- 3" SQUARE ALUMINUM POST PAINT COLOR TO BE DETERMINED.
- FACE TO BE 1/4" ALUMINUM PAINTED ONE SHOT - ANTIQUE WHITE.
- COPY TO BE BLACK (220-12) VINYL.
- "HANDICAP" LOGO TO BE REFLECTIVE LIGHT BLUE (280-76) WITH WHITE SHOW THRU.
- "FIRE LANE" TO BE REFLECTIVE RED (280-72) VINYL WITH WHITE SHOW THRU COPY.



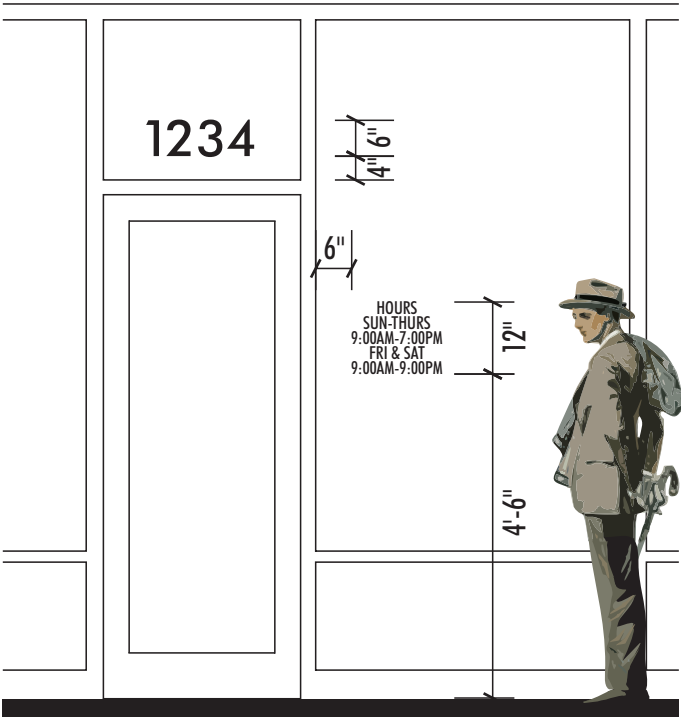
SCALE: 1/2" = 1'-0"

SPECIFICATIONS:

- 6" HIGH WHITE VINYL NUMBERS/LETTERS ON ENTRY GLASS ABOVE DOOR.
- "STORE HOURS" TO BE WHITE VINYL ON WINDOW NEXT TO DOOR.
- ALL VINYL TO BE APPLIED SECOND SURFACE.
- 2.5 SQ. FT. MAXIMUM SIGN AREA.

SPECIFICATIONS:

- 4" AND 2" HIGH VINYL NUMBERS/LETTERS ON REAR ENTRY DOOR.
- COLOR TO BE IN CONTRASTING COLOR TO DOOR.
- 2.5 SQ. FT. MAXIMUM SIGN AREA.



TYPICAL FRONT ENTRY ELEVATION



TYPICAL REAR ENTRY ELEVATION

SCALE: 3/8" = 1'-0"

SPECIFICATIONS:

- 1/2" THICK SINTRA NUMBERS.
- PAINT COLOR TO MATCH PROJECT (CONTRASTING TO BUILDING FASCIA COLOR).
- NUMBERS TO BE STUD MOUNTED TO BUILDING FASCIA.



Attachment 4

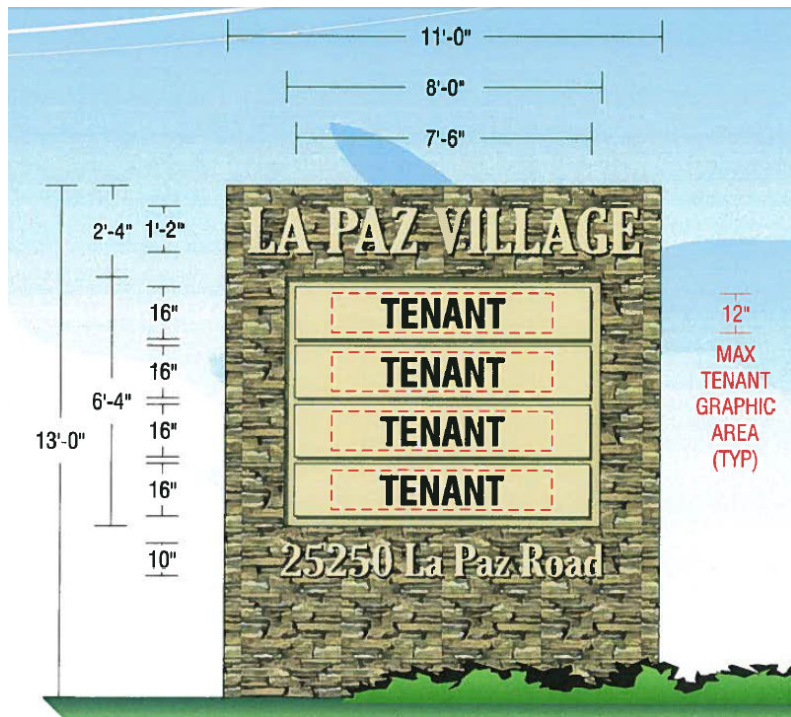
Monument Signs Comparison

	Max Height	Tenant Panels	Area
Code Requirement	4 feet	n/a	40 square feet
Proposed MSP (M3)	12'10"	5	102 square feet

Center ID Signs Comparison

	Max Height	Tenant Panels	Aggregate Area
Code Requirement	20'	2	400 square feet
Proposed MSP (M1/M2)	12'10"/13'10"	5	(128+138) 266 square feet
La Paz Village	13'	4	(143+96) 239 square feet
Courtyard at La Paz	12'6"	4	125 square feet
Moulton Plaza	24'	6	(173+293) 466 square feet

La Paz Village Center Identification Sign



3" STEEL TUBE POWDER COATED. (COLOR TBD)

CAST CONCRETE WALL CAP

10'-2"

1'-3"

7'-8"

1'-5"

7'-5"

6'-0" TENDRY CABINETS

3"

1'-4"

3"

1'-0"

3"

1'-6"

1'-6"

1'-6"

1'-6"

1'-6"

1'-6"

3'-6"

12'-6"

1'-6"

COURTYARD

at La Paz

24 FITNESS

JO-ANN

CLAIM JUMPER

Flamingos



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: MINOR GENERAL PLAN AMENDMENT NO. 04-13-2547, AN AMENDMENT TO THE LAGUNA HILLS GENERAL PLAN MOBILITY ELEMENT TO REFLECT CHANGES MADE TO THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING FOR MINOR GENERAL PLAN AMENDMENT NO. 04-13-2547; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING MINOR GENERAL PLAN AMENDMENT NO. 04-13-2547, AN AMENDMENT TO THE LAGUNA HILLS GENERAL PLAN MOBILITY ELEMENT TO REFLECT CHANGES MADE TO THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS."

SUMMARY:

The "Master Plan of Arterial Highways" (MPAH) is a countywide roadway network that is cooperatively planned by the Orange County Transportation Authority (OCTA), the County of Orange and Orange County Cities in order to accommodate future travel demand throughout the County. In 2009, the City of Irvine submitted a request to the OCTA to amend the MPAH by deleting the extension of roads planned to traverse into the Laguna Canyon area. Ridge Route Drive and Santa Vittoria Drive in north Laguna Hills are affected by this amendment. As part of the MPAH amendment process, the City entered into a Memorandum of Understanding (MOU) with OCTA, along with the Cities of Irvine, Lake Forest and Laguna Woods, agreeing to Irvine's request and accepting certain obligations to facilitate the modification of the MPAH, one of which is the processing of a General Plan Amendment to ensure that the City's Mobility Element is made consistent with the MPAH modification.

The proposed General Plan Amendment will revise three pages in the Mobility Element to address the modification of the MPAH and fulfill the City's obligation to amend the General Plan under the MOU with OCTA and the referenced cities. This Amendment is also

necessary to ensure that the City remains eligible for Measure M2 revenue and other funding programs available through the County.

BACKGROUND:

The MPAH was established in 1956 by the County of Orange to ensure that a regional roadway network would be developed to support the County's developing freeway system. The cornerstone of the MPAH is a map depicting Orange County's network of freeways, transportation corridors, and arterial highways classified according to travel demand (e.g. major arterial, primary arterial, secondary arterial, collector arterial, etc.). This MPAH map includes streets that are already built and streets that are planned for construction to accommodate future development. Today, the MPAH is administered by OCTA with cooperation from Orange County's thirty-four cities and the County.

Since cities establish their long-term transportation goals through the Circulation or Mobility Elements in their General Plans, OCTA recommends that these documents be consistent with the MPAH. While cities are not required to do so (since OCTA does not have land use authority), consistency with the MPAH is a prerequisite for cities to be eligible for Measure M2 revenue and other funding programs available through the County. The Laguna Hills General Plan Mobility Element has maintained consistency with the MPAH by including the Laguna Hills portion of the MPAH map as Figure M-1, titled "Street Network" (included in **Attachment 4**).

From time to time, the MPAH is amended to add or delete roads, upgrade or downgrade road classifications, and make other changes to account for changing development plans within the County. The process to amend the MPAH requires all affected agencies to agree to any changes through approval of an MOU. Generally, the MOU identifies impacts caused as a result of the amendment and specifies the roles and responsibilities each agency must undertake to mitigate any impacts to the MPAH. Only when each agency fulfills their obligations outlined in an MOU, completes the appropriate CEQA process, and updates their General Plans for consistency with the MPAH, is the amendment formally incorporated into the MPAH by OCTA.

In 2009, the City of Irvine submitted a request to OCTA to amend the MPAH by deleting the proposed extension of certain roads into Laguna Canyon, which is located directly west of the City's northwestern boundary (see **Attachment No. 3**). Irvine requested the amendment as a result of the scaling back of development plans in the area by the Irvine Company. Consequently, road extensions depicted in the MPAH to serve future new development became unnecessary. The four proposed amendments to the MPAH include:

1. Deletion of Bake Parkway from Lake Forest Drive to State Route 133.
2. Deletion of Ridge Route Drive from Santa Vittoria Drive to Bake Parkway.

3. Deletion of Santa Maria Avenue from Santa Vittoria Drive to State Route 133.
4. Addition of Santa Vittoria Drive from Lake Forest Drive to Santa Maria Avenue as a collector arterial highway.

Of the four amendments, only Item 2 and Item 4 affect Laguna Hills. At the City Council's regular meeting on October 9, 2012, the City Council authorized the City Manager to execute MOU No. C-2-1592, supporting the MPAH amendment along with the Cities of Irvine, Laguna Woods, Lake Forest, and the County of Orange (see **Attachment No. 5**). To meet the City's obligations under the MOU and to maintain consistency with the MPAH, the City must amend the General Plan Mobility Element to reflect the proposed changes to the MPAH.

PROPOSED AMENDMENTS TO THE MOBILITY ELEMENT:

When the City's General Plan was updated in 2009, the Mobility Element was revised with knowledge of the City of Irvine's proposed amendment to the MPAH. As a result, the necessary amendments to the Mobility Element at this time are minor in nature.

The segment of Ridge Route proposed for deletion from the MPAH does not currently exist. The dedications of the public right of way for street purposes for Ridge Route Drive were made by Subdivision; the southerly 50' of the street dedication was made by recordation of Tract Map No. 9612 on March 28, 1979, as recorded in Map Book 450, Pages 1–5, inclusive, Records of Orange County and the northerly 50' of the street dedication was made by recordation of Tract Map No. 9613 on December 30, 1980, as recorded in Map Book 481, Pages 20–32, inclusive, Records of Orange County. Despite the deletion of this segment of Ridge Route from the MPAH and the Mobility Element's street network map, this property remains dedicated to the City for street purposes.

Two additional amendments are recommended in order to correct minor inconsistencies between the Mobility Element's street network map and text. On page M-4, Ridge Route Drive is described as a primary arterial, but the street network map only shows the portion of Ridge Route Drive from Avenida de la Carlota to Moulton Parkway as a primary arterial. A description of this segment will be added to the text. On page M-6, the list of secondary arterials in Laguna Hills does not include the segment of Ridge Route Drive from Moulton Parkway to Santa Vittoria Drive. This segment will be added to the list of secondary arterials.

The additions and deletions to the City's Mobility Element are reflected in **Attachments 4 and 2** depicting redlined changes and blacklines, respectively.

As a part of the MPAH Amendment, Santa Vittoria Drive, along its entire length, will now be designated by OCTA as a collector street to reflect its existing function and to maintain consistency with the MPAH.

CONCLUSION:

Approval of this Minor General Plan Amendment will fulfill the City's obligation to OCTA under the executed MOU by ensuring that the Mobility Element is consistent with the proposed changes to the MPAH. Also, maintaining a Mobility Element that is consistent with the MPAH is an important criterion for qualifying the City for Measure M2 revenue and other funding programs offered by the County. Finally, the two technical changes proposed will improve the internal consistency of the Mobility Element. For these reasons, approval of Minor General Plan Amendment No. 04-13-2547 is recommended.

FISCAL IMPACT:

As described in the MOU, the City will receive funding for street improvements.

CEQA FINDINGS:

On July 14, 2009, the City Council adopted the 2009 Comprehensive General Plan Update for the City of Laguna Hills ("2009 General Plan Update"). The 2009 General Plan Update incorporated the proposed MPAH amendment by adding Santa Vittoria Drive to the Mobility Element text as a collector street and by identifying the affected portion of Ridge Route Drive as "Proposed for Deletion from MPAH" on the City's street network map (2009 General Plan Update, Figure M-1.).

In connection with the 2009 General Plan Update, the City as lead agency certified the "City of Laguna Hills General Plan Program Environmental Impact Report," State Clearinghouse #200808111000 ("PEIR") on July 14, 2009, and filed a Notice of Determination on July 15, 2009. The PEIR acknowledged the proposed MPAH amendment. (PEIR, Figure 5.14-1; City of Laguna Hills Draft Mobility Element Traffic Study ("Traffic Study"), pp. 3-1, 3-4, 3-5, 3-7.) Under a "reasonable worst case scenario," the PEIR evaluated the potential impacts of the proposed MPAH amendment. In other words, the PEIR assumed that the affected portion of Ridge Route would not be built and that Santa Vittoria Drive would operate as a collector street (PEIR, Figure 5.14-5; Traffic Study, p. 4-3.) Therefore, the potential environmental impacts of the proposed MPAH amendment, and ultimately, the current proposed General Plan Amendment, were evaluated in the PEIR.

No further environmental documentation is required because: (i) the current proposed General Plan Amendment is within the scope of the PEIR; (ii) there are no substantial changes in the proposed General Plan Amendment requiring major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (iii) there are no substantial changes with respect to the circumstances under which the proposed General Plan Amendment is being undertaken which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously

identified effects; and (iv) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the PEIR was certified showing that: (a) the proposed General Plan Amendment will have one or more significant effects not discussed in the PEIR; (b) significant effects previously examined will be substantially more severe than shown in the PEIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects, but the mitigation measures or alternatives have not been adopted. (Public Resources Code § 21166; CEQA Guidelines §§ 15168, 15162.)

ATTACHMENTS:

1. Resolution of Approval
2. Exhibit A- Amended Mobility Element pages (clean copies)
3. MPAH Amendment Map
4. Amended Mobility Element pages (changes redlined)
5. MOU No. C-2-1592

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a small building and trees in the background. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is rendered in a light gray, semi-transparent style.

GPA-04-13-2547
Attachment #1

Resolution of Approval

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING MINOR GENERAL PLAN AMENDMENT NO. 04-13-2547, AN AMENDMENT TO THE LAGUNA HILLS GENERAL PLAN MOBILITY ELEMENT TO REFLECT CHANGES MADE TO THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS.

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

WHEREAS, pursuant to Government Code Section 65300 et seq., cities and counties in California are required to adopt a comprehensive, long-term General Plan for development; and

WHEREAS, the City Council adopted the 2009 Comprehensive General Plan Update for the City of Laguna Hills ("2009 General Plan Update") on July 14, 2009; and

WHEREAS, in connection with the 2009 General Plan Update and pursuant to the California Environmental Quality Act ("CEQA"), the City as lead agency certified the "City of Laguna Hills General Plan Program Environmental Impact Report," State Clearinghouse #200808111000 ("PEIR") on July 14, 2009, and filed a Notice of Determination on July 15, 2009; and

WHEREAS, the City of Irvine submitted a request to the Orange County Transportation Authority ("OCTA") in 2009 to amend the Master Plan for Arterial Highways ("MPAH") by adding Santa Vittoria Drive as a collector street and deleting the extension of portions of Bake Parkway, Ridge Route Drive, and Santa Maria Avenue into the Laguna Coast Wilderness Park located directly west of the City; and

WHEREAS, segments of Ridge Route Drive and Santa Vittoria Drive located in the City are affected by the proposed amendment to the MPAH; and

WHEREAS, at its regular meeting on October 9, 2012, the City Council directed the City Manager to execute Memorandum of Understanding ("MOU") No. C-2-1592 between the City and OCTA in support of the proposed amendment to the MPAH; and

WHEREAS, the MOU contains obligations that must be fulfilled by the City in order to facilitate the proposed amendment to the MPAH, including the processing of an amendment to the City of Laguna Hills' General Plan Mobility Element to reflect the amendment to the MPAH ("General Plan Amendment") in order to maintain consistency between the MPAH and the City's General Plan; and

WHEREAS, the 2009 General Plan Update incorporated the proposed MPAH amendment by adding Santa Vittoria Drive to the Mobility Element text as a collector street and by identifying the affected portion of Ridge Route Drive as "Proposed for Deletion from MPAH" on the City's street network map; and

WHEREAS, the dedications of the public right of way for street purposes for Ridge Route Drive were made by Subdivision; the southerly 50' of the street dedication was made by recordation of Tract Map No. 9612 on March 28, 1979, as recorded in Map Book 450, Pages 1 – 5, inclusive, Records of Orange County and the northerly 50' of the street dedication was made by recordation of Tract Map No. 9613 on December 30, 1980, as recorded in Map Book 481, Pages 20 – 32, inclusive, Records of Orange County; and

WHEREAS, despite the deletion of the segment of Ridge Route from the MPAH and the Mobility Element's street network map, this property remains dedicated to the City for street purposes; and

WHEREAS, the potential environmental impacts of the proposed MPAH amendment, and ultimately, the current proposed General Plan Amendment, were evaluated in the PEIR.

NOW, THEREFORE, THE CITY COUNCIL 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.

SECTION 2. No further environmental documentation is required because: (i) the proposed General Plan Amendment is within the scope of the PEIR; (ii) there are no substantial changes in the proposed General Plan Amendment requiring major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (iii) there are no substantial changes with respect to the circumstances under which the proposed General Plan Amendment is being undertaken which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (iv) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the PEIR was certified showing that: (a) the proposed General Plan Amendment will have one or more significant effects not discussed in the PEIR; (b) significant effects previously examined will be substantially more severe than shown in the PEIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects, but the mitigation measures or alternatives have not been adopted. (Public Resources Code § 21166; CEQA Guidelines §§ 15168, 15162.)

SECTION 3. That the required findings by the City for approval of Minor General Plan Amendment No. 04-13-2547 have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

The proposed General Plan Amendment will address a change to the MPAH that must be reflected in the General Plan Mobility Element. The changes made to Ridge Route Drive and Santa Vittoria Drive in the MPAH amendment were addressed in the 2009 General Plan Update by adding Santa Vittoria Drive to the Mobility Element text as a collector street and by identifying the affected portion of Ridge Route Drive as "Proposed for Deletion from MPAH" on the City's street network map. The proposed General Plan Amendment will formally remove the affected segment of Ridge Route Drive previously identified as "Proposed Deletion by MPAH" from the street network map now that the MPAH amendment was conditionally approved by OCTA. Since the changes caused by the MPAH amendment were accounted for in the 2009 General Plan Update, the amendment under consideration is consistent with the goals and policies of the General Plan as a whole. Two minor technical changes to the Mobility Element are also proposed that will improve the internal consistency of the document.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses:

The proposed General Plan Amendment will address a change to the MPAH that must be reflected in the General Plan Mobility Element to maintain consistency with the MPAH. Despite the deletion of the segment of Ridge Route from the MPAH and the Mobility Element's street network map, this property remains dedicated to the City for street purposes so no compatibility issues will arise between the deleted segment of Ridge Route and surrounding land uses.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

The proposed General Plan Amendment will not alter existing property development rights. Santa Vittoria Drive, which is already operating as a collector street, will officially be reclassified as a collector street. Despite the deletion of the segment of Ridge Route from the MPAH and the Mobility Element's street network map, this property remains dedicated to the City for street purposes. No impact will occur to environmentally sensitive land uses and species.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed General Plan Amendment is necessary to update the Ridge Route Drive designation on the Mobility Element street network map. As part of the 2009 General Plan Update, the segment of Ridge Route Drive affected by the (then under consideration) MPAH amendment was designated as, "Proposed Deletion by MPAH." Now that the MPAH amendment has been conditionally approved by OCTA, it is necessary to remove this segment of Ridge Route Drive from the map entirely in order to maintain consistency with the MPAH. Two minor technical changes are also proposed that will correct discrepancies in the Mobility Element text and that will also provide greater internal consistency.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed General Plan Amendment will address a proposed change to the MPAH that must be reflected in the General Plan Mobility Element. No impacts to the general health, safety, and welfare will occur. Additionally, the proposed General Plan Amendment is consistent with the General Plan's overarching goal of protecting the general health, safety, and welfare of the Laguna Hills community. The proposed General Plan Amendment accomplishes this by ensuring the City maintains an organized system of streets that also relates to regional transportation planning for the efficient movement of people and goods within the community and the region.

SECTION 4. Based on the findings set forth herein, the City Council hereby approves and adopts Minor General Plan Amendment No. 04-13-2547, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference, amending the Laguna Hills General Plan Mobility Element to reflect changes made to the Orange County Master Plan of Arterial Highways by deleting Ridge Route Drive from Santa Vittoria Drive to Bake Parkway and by adding Santa Vittoria Drive from Lake Forest Drive to Santa Maria Avenue as a collector arterial highway. Minor General Plan Amendment No. 04-13-2547 is to be depicted in both graphic and text form within the Laguna Hills Mobility Element.

SECTION 5. This resolution shall take effect on the thirty-first (31st) day following adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of May 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2013-XXX by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 28th day of May 2013, by the following vote:

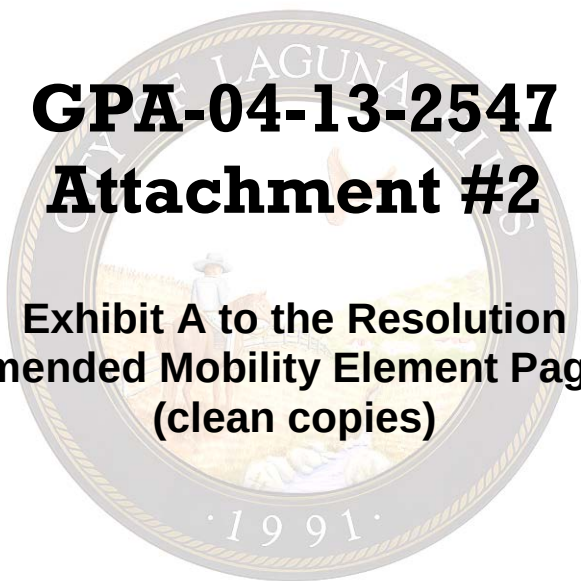
AYES:

NOES:

ABSENT:

ABSTAIN:

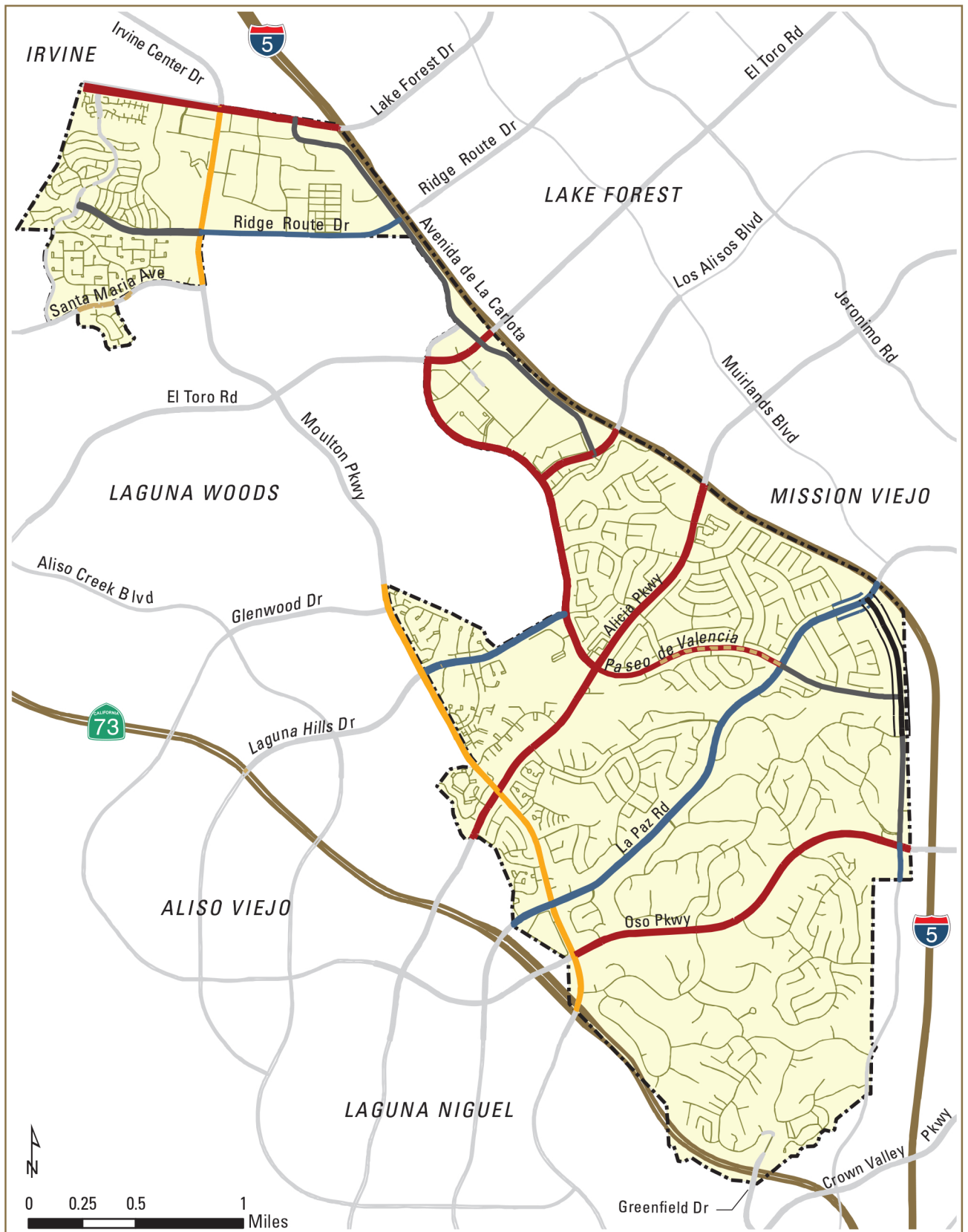
PEGGY J. JOHNS, CITY CLERK

The seal of the City of Laguna is a circular emblem. It features a central illustration of a person in a white shirt and hat standing in a field, with a large, stylized letter 'L' in the background. The words 'CITY OF LAGUNA' are written in a circular path around the top, and '1991' is at the bottom. The seal is rendered in a light, faded gray.

GPA-04-13-2547

Attachment #2

**Exhibit A to the Resolution
Amended Mobility Element Pages
(clean copies)**



Major
 Primary
 Secondary
 Smart Arterial
 Augmented Primary
 Augmented Secondary
 Freeway/Toll Road
 Local Streets
 City Boundary

Source: Austin-Foust Assoc., Inc., 2008.

Major Streets
 Proposed Deletion by MPAH

Figure M- 1
Street Network



Smart Arterials

The smart street is a specialized arterial highway implemented by OCTA. The purpose of these roads is to smooth traffic flow and improve street capacity through measures such as synchronizing traffic signals, providing bus turn-outs, improving intersections, minimizing access points, and adding travel lanes by removing on-street parking and roadway widening. Smart street arterials are typically 6 to 8 lane roadways with enhanced capacity to a standard arterial street. Moulton Parkway is classified as a 6 lane smart street as it runs through the City.

Major Arterials

Major arterials are 6 lane divided roadways, with a typical right-of-way of 120 feet and raised landscaped median islands. The function of major arterials is to carry a large volume of regional traffic not handled by the freeway system. Unsignalized minor street and driveway access may be allowed, but signalized access is preferred, and left-turn restrictions are typically placed at unsignalized access locations. Curbside parking is not allowed. Major arterials can accommodate between 30,000 and 45,000 vehicle trips per day at level of service (LOS) C.

Major arterials in the City include:

- Alicia Parkway
- El Toro Road
- Lake Forest Drive
- Los Alisos Boulevard
- Moulton Parkway
- Oso Parkway
- Paseo de Valencia (El Toro Road to La Paz Road)

Primary Arterials

Primary arterials are 4 lane divided roadways, with a typical right-of-way of 100 feet, with painted or raised landscaped medians. Like major arterials, primary arterials are designed to carry a large volume of traffic but at reduced capacities. Left-turn restrictions will generally be placed at minor unsignalized driveways. Curbside parking may not be appropriate in more heavily traveled segments, especially in segments with class II on-street marked bikeways. A primary arterial is designed to accommodate between 20,000 and 30,000 vehicle trips per day at LOS C.

Primary arterials in the City include:

- Laguna Hills Drive
- La Paz Road
- Cabot Road (La Paz to Oso Parkway)
- Ridge Route Drive

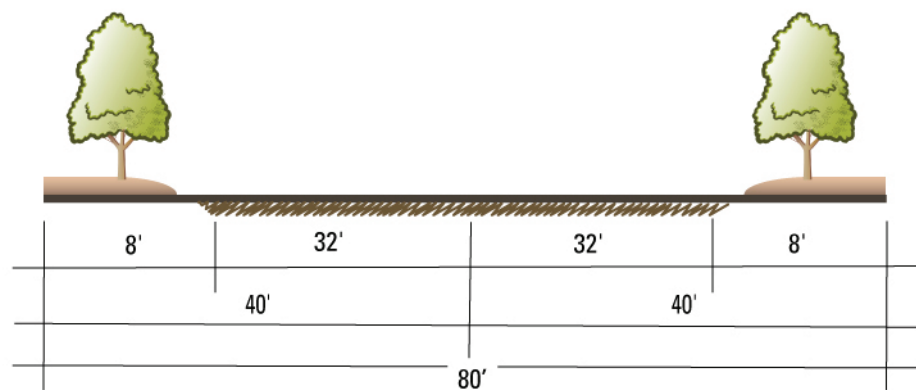
Secondary Arterials

Secondary arterials are 4 lane undivided (no median) roadways, with a typical right-of-way of 80 feet. A secondary arterial serves as a collector, distributing traffic between local streets and major and primary arterials. Although some secondary arterials serve as through routes, most provide more direct access to surrounding land uses than major or primary arterials. A secondary arterial is designed to accommodate approximately 10,000 to 20,000 vehicle trips per day at LOS C.

Secondary arterials in the City include:

- Avenida de la Carlota
- Cabot Road (south of Oso Parkway)
- Paseo de Valencia (La Paz Road to Cabot Road)

SECONDARY 4 Lane Undivided Roadway

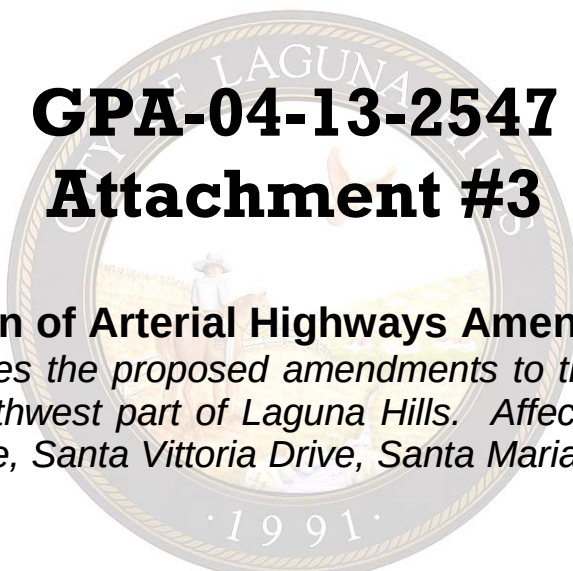


Collector (Commuter) Arterials

Collector or commuter arterials are 2 lane undivided, unrestricted access roadways, with a typical right-of-way width of 56 feet. A collector or commuter arterial functions primarily as a commuter facility but differs from a local collector street in its ability to handle through traffic movements between two arterials. A collector or commuter arterial is provided to accommodate up to approximately 10,000 vehicle trips per day at LOS C.

Collector arterials in the City include:

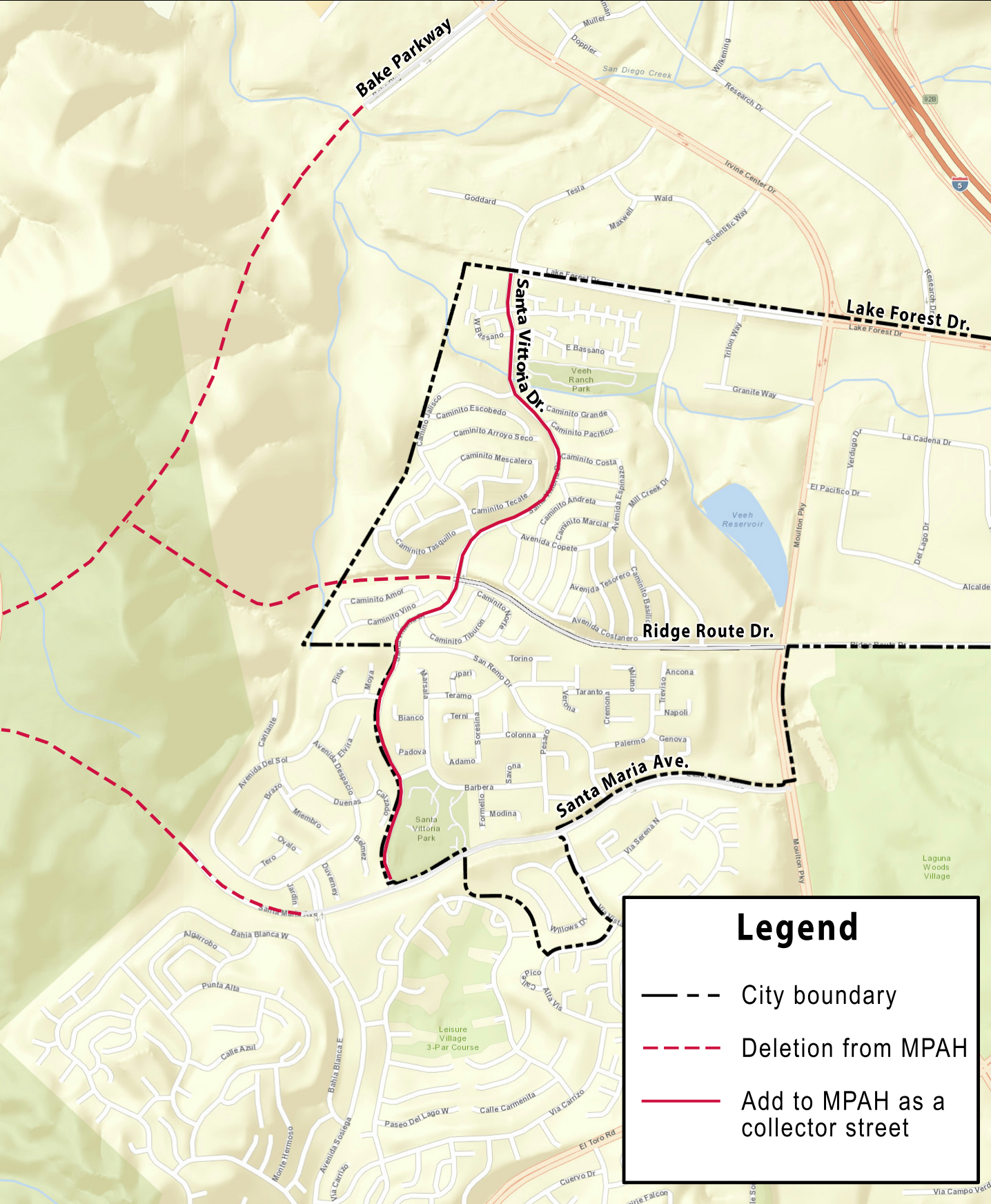
- Santa Vittoria Drive
- Mill Creek Drive
- Aliso Hills Drive

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white shirt and hat standing in a field. The words "CITY OF LAGUNA HILLS" are written around the top inner edge of the seal, and "1991" is at the bottom. The title "GPA-04-13-2547 Attachment #3" is superimposed over the seal.

GPA-04-13-2547 Attachment #3

Master Plan of Arterial Highways Amendment Map

This map illustrates the proposed amendments to the MPAH affecting streets in the northwest part of Laguna Hills. Affected streets include Ridge Route Drive, Santa Vittoria Drive, Santa Maria Avenue and Bake Parkway.



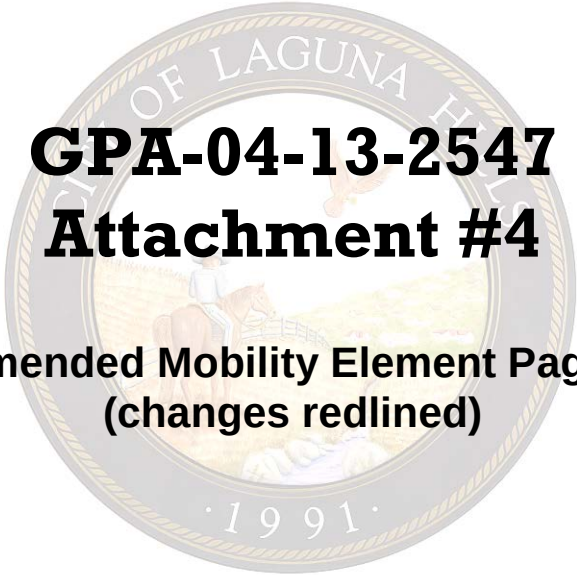
100m

600ft

5/28/2013 ITEM NO. 6.1

Master Plan of Arterial Highways Amendment Map

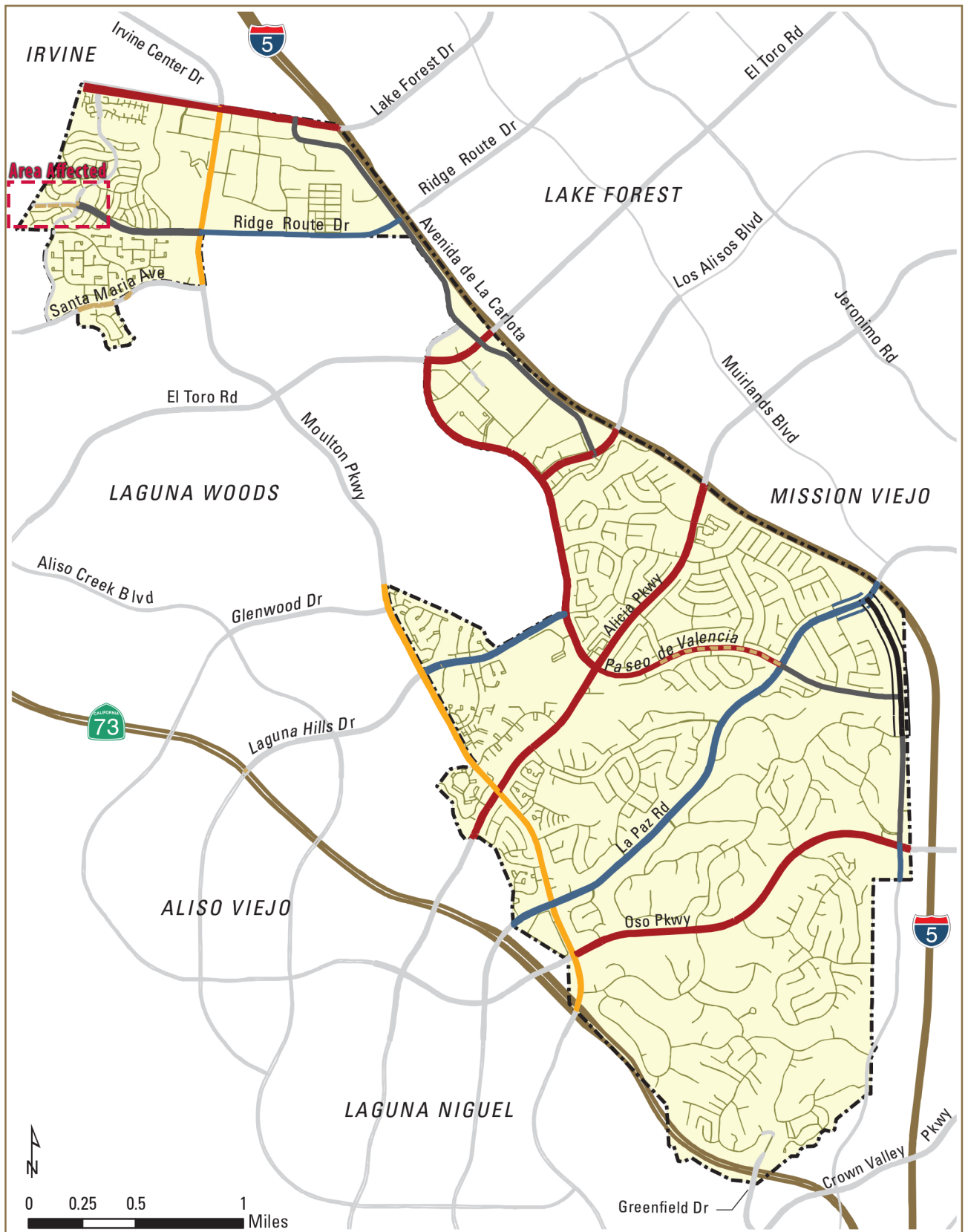


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GPA-04-13-2547

Attachment #4

**Amended Mobility Element Pages
(changes redlined)**



- Major
- Primary
- Secondary
- Smart Arterial
- Augmented Primary
- Augmented Secondary

- Major Streets
- Freeway/ Toll Road
- Local Streets
- City Boundary

- Proposed Deletion by MPAH

Source: Austin-Foust Assoc., Inc., 2008.

Figure M- 1
Street Network



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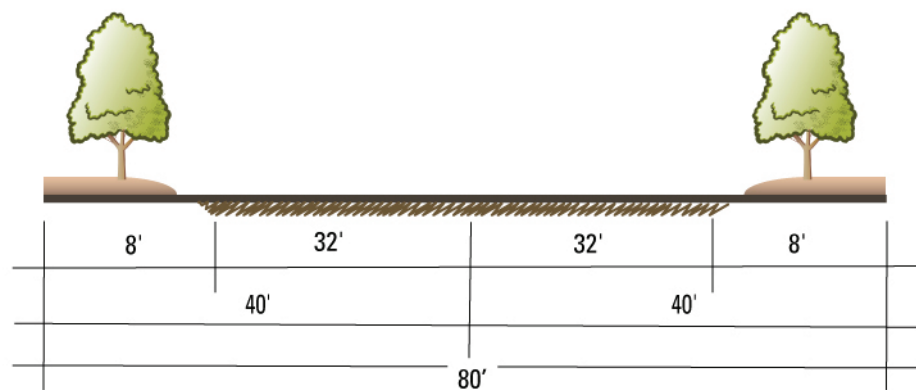
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SECONDARY 4 Lane Undivided Roadway



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Collector arterials in the City include:

- Santa Vittoria Drive
- Mill Creek Drive
- Aliso Hills Drive

GPA-04-13-2547
Attachment #5

Memorandum of Understanding No. C-2-1592

1 **MEMORANDUM OF UNDERSTANDING NO. C-2-1592**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITIES OF IRVINE, LAGUNA HILLS, LAGUNA WOODS, LAKE FOREST,**

6 **AND COUNTY OF ORANGE**

7 **FOR**

8 **AMENDMENT OF THE MASTER PLAN OF ARTERIAL HIGHWAYS**

9 **THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is effective
10 this 21st day of January, 2013, by and between the Orange County Transportation
11 Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584 (hereinafter referred
12 to as "AUTHORITY"), and the City of Irvine, the City of Laguna Hills, the City of Laguna Woods, the
13 City of Lake Forest, and the County of Orange (hereinafter collectively referred to as "AGENCIES" and
14 individually as "AGENCY"). AUTHORITY and each AGENCY are sometimes referred to collectively in
15 this MOU as the "PARTIES" and individually as "PARTY."

16 **RECITALS**

17 **WHEREAS**, AUTHORITY administers the Master Plan of Arterial Highways (hereinafter
18 referred to as "MPAH") including the review and approval of amendments requested by local agencies;
19 and

20 **WHEREAS**, the City of Irvine has requested an Amendment to the MPAH to delete
21 Bake Parkway from Lake Forest Drive to State Route 133; to delete Ridge Route Drive from
22 Santa Vittoria Drive to Bake Parkway; to delete Santa Maria Avenue from Santa Vittoria Drive to
23 State Route 133; and to add Santa Vittoria Drive from Lake Forest Drive to Santa Maria Avenue as a
24 collector (two-lane, undivided) arterial (hereinafter referred to as the "Amendment to the MPAH"); and

25 /

26 /

1 **WHEREAS**, the City of Irvine in association with the City of Laguna Hills, the City of
2 Laguna Woods, the City of Lake Forest, the County of Orange, and AUTHORITY initiated the MPAH
3 Cooperative Study Process; and

4 **WHEREAS**, traffic analyses conducted as part of the MPAH Cooperative Study Process
5 determined that the Amendment to the MPAH would result in projected changes to future traffic
6 patterns; and

7 **WHEREAS**, these projected changes in future traffic patterns resulted in a determination that
8 appreciable impacts would occur at the intersections of Bake Parkway/Research Drive (City of Irvine),
9 Paseo de Valencia/Avenida de la Carlota (City of Laguna Hills), El Toro Road/Avenida de la Carlota
10 (City of Laguna Hills), and Ridge Route Drive/Rockfield Boulevard (City of Lake Forest); and

11 **WHEREAS**, an appreciable impact is defined in the AUTHORITY's Guidance for Administration
12 of the Orange County MPAH, as an increase in Intersection Capacity Utilization ("ICU") of 0.01 for
13 intersections exceeding Level of Service "D" or the General Plan standard adopted by the respective
14 jurisdiction; and

15 **WHEREAS**, Exhibit A titled "SUMMARY OF MPAH AMENDMENT APPRECIABLE IMPACTS
16 and TRAFFIC SHARE", provides a summary of the appreciable impacts occurring as a result of the
17 Amendment to the MPAH; and

18 **WHEREAS**, improvements have been identified to mitigate appreciable impacts and maintain
19 the operational integrity of the MPAH system; and

20 **WHEREAS**, AUTHORITY's Board of Directors approved this Amendment to the MPAH on
21 July 23, 2012, contingent upon full execution of this MOU, as well as amendments to appropriate
22 AGENCIES' general plans including California Environmental Quality Act requirements; and

23 **WHEREAS**, all PARTIES wish to enter into an MOU to identify the roles, responsibilities and
24 commitments of the PARTIES in processing the Amendment to the MPAH and mitigating the related
25 appreciable impacts; and

26 /

1 **NOW, THEREFORE**, it is mutually understood and agreed by the PARTIES as follows:

2 **ARTICLE 1. COMPLETE AGREEMENT:**

3 A. This MOU, including all exhibits and documents incorporated herein and made
4 applicable by reference, constitutes the complete and exclusive statement of the term(s) and
5 condition(s) of the MOU between the PARTIES concerning the Amendment to the MPAH and
6 supersedes all prior representations, understandings and communications between the PARTIES. The
7 invalidity, in whole or part, of any term or condition of this MOU shall not affect the validity of other
8 term(s) or conditions(s) of this MOU. The above referenced Recitals are true and correct and are
9 incorporated by reference herein.

10 B. AUTHORITY'S failure to insist on any instance(s) of any AGENCY'S performance of any
11 term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of
12 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and
13 AGENCY'S obligation in respect thereto shall continue in full force and effect.

14 C. Any AGENCY'S failure to insist on any instance(s) of AUTHORITY's performance of any
15 term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of AGENCY's
16 right to such performance or to future performance of such term(s) or condition(s), and AUTHORITY's
17 obligation in respect thereto shall continue in full force and effect.

18 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY:**

19 AUTHORITY agrees to the following responsibilities:

20 A. AUTHORITY shall administer the MPAH, including updating the MPAH to reflect the
21 Amendment to the MPAH, upon fulfillment of all of the following conditions:

22 1. AUTHORITY's Board of Directors conditional approval of the Amendment to the
23 MPAH. The AUTHORITY's Board of Director approval of the Amendment to the MPAH will not
24 become final until conditions 2 and 3 below have been satisfied; and

25 2. Receipt of an original, fully executed MOU (signed by all PARTIES); and

26 3. Receipt of documentation that that the Cities of Irvine, Laguna Hills,

1 Laguna Woods, and County of Orange have amended their general plans to reflect the
2 Amendment to the MPAH.

3 B. AUTHORITY shall file a Notice of Exemption from the provisions of the California
4 Environmental Quality Act in support of the amendment to the MPAH.

5 **ARTICLE 3. RESPONSIBILITIES OF CITY OF IRVINE:**

6 The CITY of Irvine agrees to the following responsibilities:

7 A. The CITY of Irvine acknowledges that the AUTHORITY has determined the amendment
8 to the MPAH to be exempt from the California Environmental Quality Act, and that the AUTHORITY has
9 caused a Notice of Exemption to be filed, posted, and recorded.

10 B. The CITY of Irvine shall implement one of the two mitigation measures identified below.

11 1. Bake Parkway/Research Drive: conversion of a westbound through lane on
12 Research Drive to shared through/second right-turn lane; or

13 2. Bake Parkway/Research Drive: addition of a second westbound right-turn lane
14 on Research Drive.

15 C. This mitigation measure is to be implemented before the ICU at this intersection reaches
16 the pre-Amendment to the MPAH ICU of 0.94. These improvements are not meant to be prescriptive.
17 If the CITY of Irvine is able to identify alternative improvements which meet the overall objective of
18 achieving and/or maintaining the pre-Amendment to the MPAH ICU, then those improvements shall be
19 considered acceptable alternatives and shall be implemented as substitute solutions.

20 D. The CITY of Irvine shall amend the Circulation Element of its General Plan to reflect the
21 Amendment to the MPAH, and in doing so, shall comply with the requirements of the California
22 Environmental Quality Act.

23 E. The CITY of Irvine enters into this MOU in order for the above mitigation measure to be
24 implemented.

25 F. The Share Cost Allocation for this mitigation, as identified in Exhibit B titled "IMPACTED
26 INTERSECTIONS SHARE COST ALLOCATION," will be funded through the County of Orange's

1 Coastal Area Roadway Improvements and Traffic Signal Program (hereinafter referred to as the
2 "CARITS Program").

3 **ARTICLE 4. RESPONSIBILITIES OF CITY OF LAGUNA HILLS:**

4 The CITY of Laguna Hills agrees to the following responsibilities:

5 A. The CITY of Laguna Hills acknowledges that the AUTHORITY has determined the
6 amendment to the MPAH to be exempt from the California Environmental Quality Act, and that the
7 AUTHORITY has caused a Notice of Exemption to be filed, posted, and recorded.

8 B. The CITY of Laguna Hills shall implement the mitigation measures identified below.

9 1. Paseo de Valencia/Avenida de la Carlota: restripe the southbound approach on
10 Paseo de Valencia to provide 2.5 left-turn lanes, 1.5 through lanes and no right-turn lane, and
11 construct a third eastbound receiving lane on Avenida de la Carlota for the third southbound left-
12 turn lane; and

13 2. El Toro Road/Avenida de la Carlota: restripe the westbound approach on
14 Avenida de la Carlota to provide a shared left-turn/through lane and two right-turn lanes,
15 retaining the existing westbound right-turn overlap with the southbound left-turn movement.

16 C. These mitigation measures are to be implemented before the ICU at these intersections
17 reaches the pre-Amendment to the MPAH ICU of 1.01 for the Paseo de Valencia/Avenida de la Carlota
18 intersection and 1.02 for the El Toro Road/Avenida de la Carlota intersection, respectively. These
19 improvements are not meant to be prescriptive. If the CITY of Laguna Hills is able to identify alternative
20 improvements, which meet the overall objective of achieving and/or maintaining the pre-Amendment to
21 the MPAH ICU, then those improvements shall be considered acceptable alternatives and shall be
22 implemented as substitute solutions.

23 D. The CITY of Laguna Hills shall amend the Circulation Element of its General Plan to
24 reflect the Amendment to the MPAH, and comply with the requirements from the California
25 Environmental Quality Act.

26 E. The CITY of Laguna Hills enters into this MOU in order for the above mitigation

1 measures to be implemented.

2 F. The Share Cost Allocation for this mitigation is identified in Exhibit B, and will be funded
3 through the CARITS Program.

4 **ARTICLE 5. RESPONSIBILITIES OF CITY OF LAGUNA WOODS:**

5 The CITY of Laguna Woods agrees to the following responsibilities:

6 A. The CITY of Laguna Woods acknowledges that the AUTHORITY has determined the
7 amendment to the MPAH to be exempt from the California Environmental Quality ACT, and that the
8 AUTHORITY has caused a Notice of Exemption to be filed, posted, and recorded.

9 B. The CITY of Laguna Woods shall amend the Circulation Element of its General Plan to
10 reflect the Amendment to the MPAH, and comply with the requirements from the California
11 Environmental Quality Act.

12 **ARTICLE 6. RESPONSIBILITIES OF CITY OF LAKE FOREST:**

13 The CITY of Lake Forest agrees to the following responsibilities:

14 A. The CITY of Lake Forest acknowledges that the AUTHORITY has determined the
15 amendment to the MPAH to be exempt from the California Environmental Quality Act, and that the
16 AUTHORITY has caused a Notice of Exemption to be filed, posted, and recorded.

17 B. The CITY of Lake Forest shall implement the following mitigation measure identified
18 below.

19 1. Ridge Route Drive/Rockfield Boulevard: narrowing of the existing raised
20 median on Ridge Route Drive to four feet in both the northbound and southbound directions to
21 create left turn pockets, and also provide defacto right turn lanes in both directions.

22 C. This mitigation measure is to be implemented before the ICU at this intersection reaches
23 the pre-Amendment to the MPAH ICU of .98. This improvement is not meant to be prescriptive. If the
24 CITY of Lake Forest is able to identify alternative improvements which meet the overall objective of
25 achieving and/or maintaining the pre-Amendment to the MPAH ICU, then those improvements shall be
26 considered acceptable alternatives and shall be implemented as substitute solutions.

1 D. The CITY of Lake Forest enters into this MOU in order for the above mitigation measure
2 to be implemented.

3 E. The Share Cost Allocation for this mitigation is identified in Exhibit B and will be funded
4 through available CITY of Lake Forest non-general fund and/or grant sources.

5 **ARTICLE 7. RESPONSIBILITIES OF COUNTY OF ORANGE:**

6 The COUNTY of Orange agrees to the following responsibilities:

7 A. The COUNTY of Orange acknowledges that the AUTHORITY has determined the
8 amendment to the MPAH to be exempt from the California Environmental Quality Act, and that the
9 AUTHORITY has caused a Notice of Exemption to be filed, posted, and recorded.

10 B. The COUNTY of Orange, contingent upon the finalized Amendment to the MPAH, will
11 reprogram CARITS Program mitigation funds originally identified for the intersection of Bake
12 Parkway/Laguna Canyon Road as part of the Aliso Creek Road MPAH amendment (now being deleted
13 as a result of the Amendment to the MPAH).

14 C. These CARITS funds, when reprogrammed, will be allocated to the Share Cost
15 Allocations for improvements at the intersections of Bake Parkway/Research Drive (City of Irvine),
16 Paseo de Valencia/Avenida de la Carlota (City of Laguna Hills), and El Toro Road/Avenida de la
17 Carlota (City of Laguna Hills) as identified in Exhibit B.

18 D. The COUNTY of Orange shall amend the Transportation Element of the County of
19 Orange General Plan, including the Circulation Plan to reflect the Amendment to the MPAH, and
20 comply with the requirements from the California Environmental Quality Act.

21 E. The COUNTY of Orange enters into this MOU in order for the above mitigation
22 measures to be implemented.

23 F. Upon receipt of evidence of the finalized MPAH Amendment, the COUNTY, within 60
24 days, will make reprogrammed CARITS funding available to the eligible jurisdictions identified in this
25 MOU.

26 /

ARTICLE 8. DELEGATED AUTHORITY:

The actions required to be taken by the CITIES of Irvine, Laguna Hills, Lake Forest, and Laguna Woods in the implementation of this MOU are delegated to each CITY's City Manager, or designee. The actions required to be taken by COUNTY in the implementation of this MOU are delegated to its Chair of the Board, or designee. The actions required to be taken by AUTHORITY in the implementation of this MOU are delegated to AUTHORITY's Chief Executive Officer, or designee.

ARTICLE 9. INDEMNIFICATION:

A. Each AGENCY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property, arising from the negligent acts, omissions or willful misconduct by each AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this MOU.

B. AUTHORITY shall indemnify, defend and hold harmless each AGENCY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property, arising from the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this MOU.

C. AGENCIES shall indemnify, defend and hold harmless each AGENCY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property, arising from the negligent acts, omissions or will misconduct by AGENCIES, their officers, directors, employees or agents in connection with or arising out of the performance of this MOU.

/

1 D. Indemnification and defense obligations of this MOU shall survive its expiration or
2 termination.

3 **ARTICLE 10. MUTUAL RESPONSIBILITIES OF ALL AGENCIES:**

4 A. Each PARTY to this MOU agrees to cooperate and coordinate with the other PARTIES
5 to this MOU and their respective staff, contractors, consultants, and vendors, etc. providing services
6 required under this MOU to the extent practicable.

7 B. All PARTIES to this MOU agree to work diligently together, and in good faith, toward the
8 resolution of any unforeseen issues and disputes arising out of the performance of this MOU.

9 **ARTICLE 11. ADDITIONAL PROVISIONS**

10 The PARTIES agree to the following:

11 A. Termination: This Agreement shall continue in full force and effect through
12 June 30, 2032. This MOU shall not be terminated without the written consent of all PARTIES.

13 B. This MOU may be amended in writing at any time by the consent of all PARTIES. No
14 amendment shall have any force or effect unless executed in writing by all PARTIES.

15 C. AUTHORITY and AGENCIES shall comply with all applicable federal, state, and local
16 laws, statutes, ordinances and regulations in the performance of this MOU.

17 D. Successors in Interest: This MOU shall be binding upon and shall inure to the benefit of
18 the parties hereto and their respective heirs, personal representatives, successors, and assigns.

19 E. Attorney's Fees: In the event any action is brought between the parties hereto relating to
20 this MOU or the breach thereof, the prevailing party in such action shall be entitled to recover from the
21 other party reasonable expenses, attorneys' fees and costs in connection with such action or
22 proceeding.

23 D. Legal Authority: Each of the undersigned represents and warrants that they are
24 authorized to execute this MOU on behalf of said PARTIES and that, by so executing this MOU, the
25 PARTIES hereto are formally bound to the provisions of this MOU.

26 /

1 E. Severability: If any term, provision, covenant or condition of this MOU is held to be
2 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
3 remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of
4 this MOU shall be valid and enforceable to the fullest extent permitted by law.

5 F. Counterparts of Agreement: This MOU may be executed and delivered in any number of
6 counterparts, each of which, when executed and delivered shall be deemed an original and all of which
7 together shall constitute the same agreement. Facsimile signatures will be permitted.

8 G. Force Majeure: Any PARTY shall be excused from performing its obligations under this
9 MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause
10 beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering
11 of material, products, plants or facilities by the federal, state or local government; national fuel shortage;
12 or a material act or omission by any other PARTY; when satisfactory evidence of such cause is
13 presented to the other PARTIES, and provided further that such nonperformance is unforeseeable,
14 beyond the control and is not due to the fault or negligence of the PARTY not performing.

15 H. Assignment: Neither this MOU, nor any PARTY's rights, obligations, duties, or authority
16 hereunder may be assigned in whole or in part by any PARTY without the prior written consent of all
17 other PARTIES in their sole and absolute discretion. Any such attempted assignment shall be deemed
18 void and of no force and effect. Consent to one assignment shall not be deemed consent to any
19 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

20 I. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to
21 authorize or require any PARTY to issue bonds, notes or other evidence of indebtedness under terms,
22 in amounts, or for purposes other than as authorized by local, state or federal law.

23 J. Governing Law: The laws of the State of California and applicable local and federal
24 laws, regulations and guidelines shall govern this MOU.

25 K. Notices: Any notices, requests, or demands made between the PARTIES pursuant to
26 this MOU are to be directed as follows:

To CITY OF IRVINE:	To AUTHORITY:
City of Irvine	Orange County Transportation Authority
P.O. Box 19575	550 South Main Street
Irvine CA 92623	P. O. Box 14184
	Orange, CA 92863-1584
Attention: Manuel Gomez	Attention: Meena Katakia,
Director of Public Works	Manager, Capital Programs
Tel: (949) 724-7509	Tel: (714) 560-5694
Email: mgomez@cityofirvine.org	Email: mkatakia@octa.net

/

To CITY OF LAGUNA HILLS:	To CITY OF LAGUNA WOODS:
City of Laguna Hills	City of Laguna Woods
24035 El Toro Road	24264 El Toro Road
Laguna Hills, CA 92653	Laguna Woods, CA 92637
Attention: Bruce Channing	Attention: Leslie A. Keane
City Manager	City Manager
Tel: (949) 707-2610	Tel: (949) 639-050
Email:	Email:

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To CITY OF LAKE FOREST:	To COUNTY OF ORANGE:
City of Lake Forest	County of Orange
25550 Commercecentre Drive, Suite 100 Lake Forest, CA 92630	300 N. Flower Street P.O. Box 4048 Santa Ana, CA 92702
Attention: Robert Dunek City Manager Tel: (949) 461-3400 Email:	Attention: Ignacio Ochoa Director/Chief Engineer Tel: (714) 667-3213 Email:

L. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of PARTY hereto, and all successors or assigns of any PARTY hereto.

This MOU shall continue in full force and effect until all terms and conditions of this MOU are implemented, unless terminated earlier by written consent of all the PARTIES.

The above understandings are a guide to the intent and policies of the PARTIES to this MOU. This MOU shall be effective upon execution by all PARTIES.

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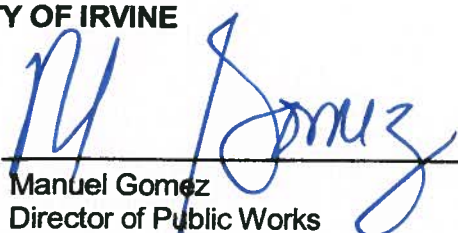
/

MEMORANDUM OF UNDERSTANDING NO. C-2-1592

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding No. C-2-1592 to be executed on the date first written above.

CITY OF IRVINE

ORANGE COUNTY TRANSPORTATION AUTHORITY

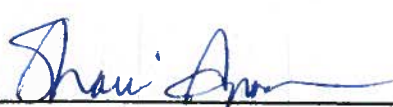
By: 

Manuel Gomez
Director of Public Works

By: 

Will Kempton
Chief Executive Officer

ATTEST:

By: 

Sharie Apodaca
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 

Phil Kohn
City Attorney

By: 

Kennard R. Smart, Jr.
General Counsel

APPROVAL RECOMMENDED:

By: 

Kia Mortazavi
Executive Director, Planning

Dated: 9/4/12

Dated: 1-9-13

Attachments:

Exhibit A: Summary of MPAH Amendment, Appreciable Impacts and Traffic Share

Exhibit B: Impacted Intersections Share Cost Allocation

Exhibit C: MPAH Amendment Map

MEMORANDUM OF UNDERSTANDING NO. C-2-1592

1 IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of
2 Understanding No. C-2-1592 to be executed on the date first written above.

3 **CITY OF LAGUNA HILLS**

4
5 By: 

6 Bruce Channing
7 City Manager

8 **APPROVED AS TO FORM:**

9
10 By: 

11 Gregory E. Simonian
12 City Attorney

13
14 Dated: October 11, 2012

1 IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of
2 Understanding No. C-2-1592 to be executed on the date first written above.

3 **CITY OF LAGUNA WOODS**

4
5 By: Leslie A. Keane
6 Leslie A. Keane
7 City Manager

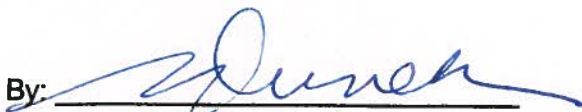
8 **APPROVED AS TO FORM:**

9
10 By: David B. Cosgrove
11 David B. Cosgrove
12 City Attorney

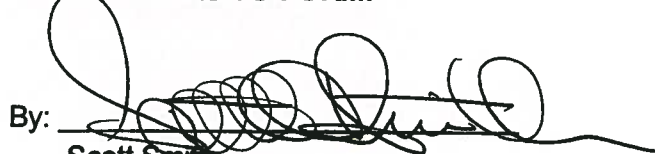
13
14 Dated: 10-15-12
15
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23
24
25
26

1 IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of
2 Understanding No. C-2-1592 to be executed on the date first written above.

3 **CITY OF LAKE FOREST**

4
5 By: 
6 Robert Dunek
7 City Manager

8 **APPROVED AS TO FORM:**

9
10 By: 
11 Scott Smith
12 City Attorney

13
14
15 Dated: 10-17-2012

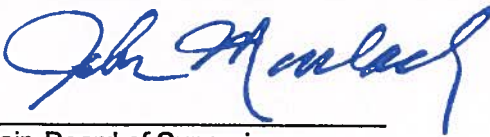
16
17
18 **ATTEST:**

19
20 By: 
21 Stephanie D. Smith, CMC
22 City Clerk

1 IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of
2 Understanding No. C-2-1592 to be executed on the date first written above.

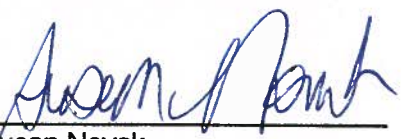
3 **COUNTY OF ORANGE**

4 **A political subdivision of the State of California**

5 
6 By: _____
 Chair, Board of Supervisors

7
8 Date: 12-4-12

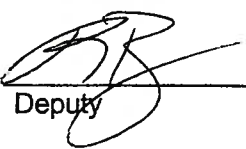
9
10 SIGNED AND CERTIFIED THAT A COPY
11 OF THIS DOCUMENT HAS BEEN
12 DELIVERED TO THE CHAIRMAN OF
13 THE BOARD OF SUPERVISORS

14 
15 By: _____
 Susan Novak
16 Clerk of the Board of Supervisors
17 Orange County, CA



18 Date: 12-4-12

19 APPROVED AS TO FORM:
20 COUNTY COUNSEL
21 ORANGE COUNTY, CALIFORNIA

22 
23 By: _____
 Deputy

24 Date: 11/1/12



**EXHIBITA: SUMMARY OF MPAH AMENDMENT
APPRECIABLE IMPACTS and TRAFFIC SHARE**

Intersection	Jurisdiction	Peak Hour	Post-2030 Level of Service				Difference in LOS (Level of Appreciable Impact)	Share ¹
			Current MPAH		Amendment to MPAH			
			ICU	LOS	ICU	LOS		
Bake Parkway/Research Drive	Irvine	PM	0.94	E	0.96	E	0.02	5%
Paseo de Valencia/Avenida de la Carlota	Laguna Hills	PM	1.01	E	1.04	F	0.03	15%
El Toro Road/Avenida de la Carlota	Laguna Hills	PM	1.02	F	1.03	F	0.01	15%
Ridge Route/Rockfield Boulevard	Lake Forest	PM	.98	F	1.01	F	0.03	7%

¹ Shares are based on the percentage of trips from the deleted Amendment to the MPAH roads, which are assigned onto the circulation system without these roads, to the total growth in traffic at the intersection from existing to Post-2030.



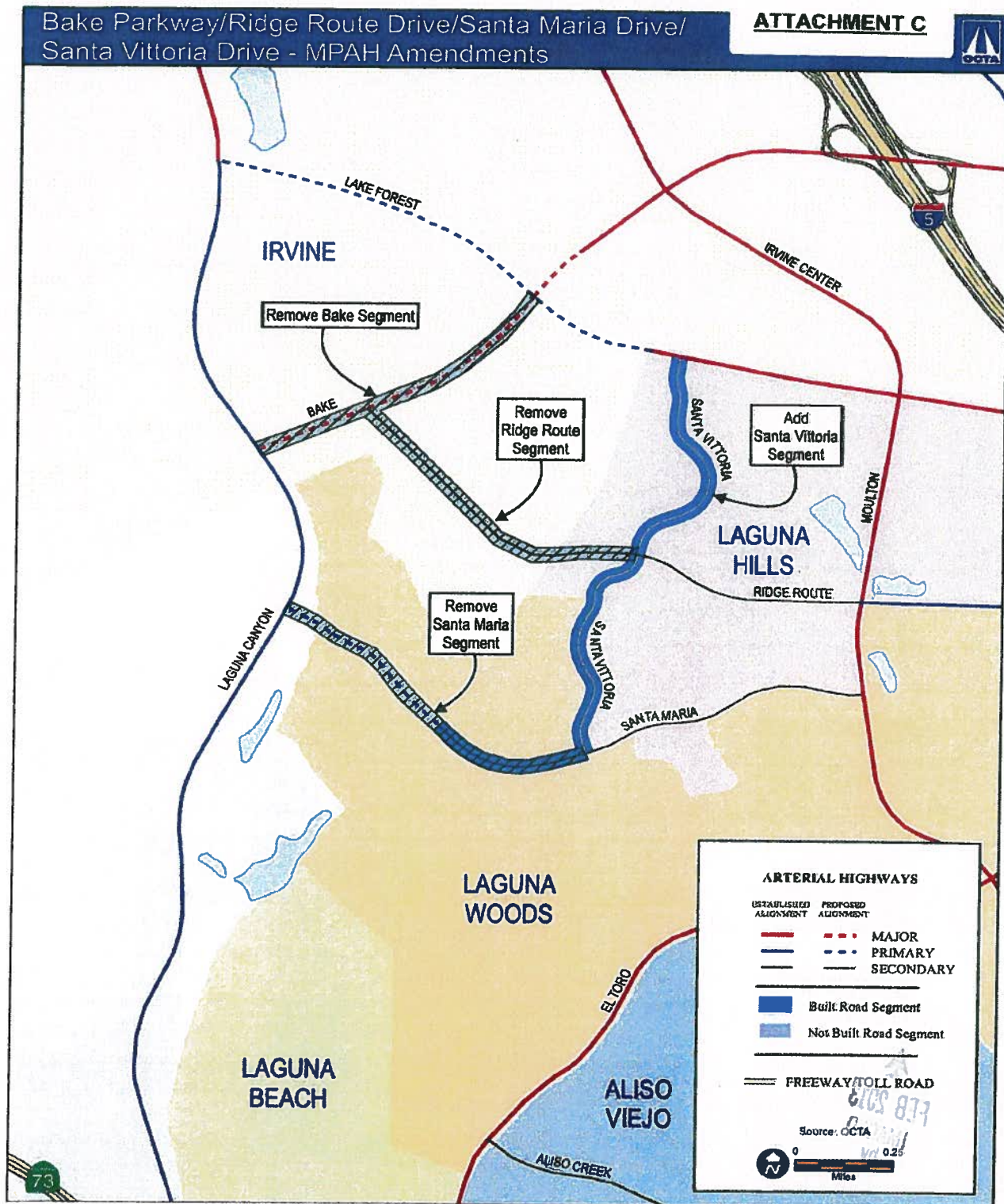
**EXHIBIT B: IMPACTED INTERSECTIONS SHARE COST
ALLOCATION**

Impacted Intersection	Total Improvement Cost	Share	Share Cost Allocation
Bake Parkway/ Research Drive (City of Irvine)	\$1,184,000	5%	$\$1,184,000 * .05 =$ \$59,200
Paseo de Valencia/ Avenida de la Carlota (City of Laguna Hills); and El Toro Road/ Avenida de la Carlota (City of Laguna Hills)	\$2,349,560	15%	$\$2,349,560 * .15 =$ \$352,434
Ridge Route Drive/Rockfield Boulevard (City of Lake Forest)	\$190,000	7%	$\$190,000 * .07 =$ \$13,300¹

¹ The City of Lake Forest is not a CARITS Program participant. As a result, funding for this mitigation is not available through the CARITS Program. Instead, the City of Lake Forest agrees that it will fund this improvement, if needed in the future, through non-General Fund, grant-funding sources.



EXHIBIT C: MPAH AMENDMENT MAP





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PUBLIC HEARING ON 2013 WEED, RUBBISH AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, RECEIVE AND CONSIDER ALL OBJECTIONS; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND.

SUMMARY:

This is the time and place established for the first Public Hearing associated with the Annual Weed Abatement Program. The Public Services Department requests that the City Council conduct the required Public Hearing, receive public testimony, and adopt a Resolution formally initiating the Annual Weed Abatement Program for public nuisance abatement of weeds, rubbish, refuse, and/or dirt on specified parcels in the City of Laguna Hills.

BACKGROUND:

On April 23, 2013, the City Council adopted Resolution No. 2013-04-23-1, thereby commencing the Weed Abatement Program for 2013, in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.* The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance, and abate all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City as identified and described in the 2013 Weed Abatement List, as submitted on April 23, 2013, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties.

Resolution No. 2013-04-23-1 commenced the 2013 Weed Abatement Program by declaring the weeds, rubbish, refuse, and/or dirt on parcels identified in the 2013 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2013 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse, and/or dirt that, when dry, become a fire hazard.

On April 25, 2013, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and/or dirt to all affected property owners identified on the 2013 Weed Abatement List. The notice provided that if the public nuisance is not abated and removed by the owners of the parcels of land, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse and/or dirt, are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

Pursuant to the April 25, 2013, mailed notice, affected property owners have been given until June 3, 2013, to abate and remove the weeds, rubbish, refuse, and/or dirt on their property at their sole cost and expense. The notice further provided that the City Council will hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 28, 2013, at 7:00 p.m. or as soon thereafter as possible.

The City Council is requested to open the Public Hearing, receive public testimony, and adopt a Resolution allowing or overruling any objections, authorizing the Director of Public Services/City Engineer to abate and remove the weeds, rubbish, refuse, and/or dirt on the parcels identified and described on the 2013 Weed Abatement List, and report in writing to the City Council on July 9, 2013, regarding the cost of abatement. Any objections by the property owners liable to be assessed for the costs of abatement will be heard by the City Council on July 9, 2013. Pursuant to State law, upon issuance of the abatement order through the adoption of the attached Resolution, the City Council acquires jurisdiction to proceed and perform the work of removal.

FISCAL IMPACT:

The 2012-2013 Fiscal Year Budget for the Annual Weed Abatement Program is \$40,000. Privately owned parcels abated by the City contractor shall each be assessed an administrative fee in addition to the cost to clear the respective parcels. These costs are anticipated to be within the funds available.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2013-05-28-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND

WHEREAS, on April 23, 2013, the City Council adopted Resolution No. 2013-04-23-1, thereby commencing the Weed Abatement Program for 2013, in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by Resolution as a public nuisance, and abate, all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and/or dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2013 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and,

WHEREAS, Resolution No. 2013-04-23-1 commenced the 2013 Weed Abatement Program by declaring weeds, rubbish, refuse, and/or dirt on specified parcels of land identified in the 2013 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2013 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse, and/or dirt that, when dry, become a fire hazard; and,

WHEREAS, on April 25, 2013, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and/or dirt; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by June 3, 2013, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcels of land from which, or in front of which, such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid; and,

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council will hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 28, 2013; and,

WHEREAS, during the May 28, 2013 Public Hearing, the City Council heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all

weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2013 Weed Abatement List.

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

SECTION 1. After hearing all objections and protests during the Public Hearing, City Council hereby determines not to allow any objections.

SECTION 2. Pursuant to Government Code Section 39560 *et seq.*, City Council hereby issues an abatement order and authorizes the Director of Public Services/City Engineer to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2013 Weed Abatement List.

SECTION 3. By adoption of this Resolution, the City Council hereby acquires jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels, pursuant to Government Code Section 39569.

SECTION 4. It is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2013 Weed Abatement List. Such assessments against the respective parcels of land shall constitute a lien.

SECTION 5. The Director of Public Services/City Engineer shall keep an account of the cost of abatement on each separate parcel of land where removal work is performed and shall submit to the City Council for confirmation an itemized written report showing such abatement costs. Pursuant to Government Code Section 39575, a copy of the report shall be posted for at least three (3) days prior to its submission to City Council on or near the City Council Chamber doors, with a notice of the time of submission. Pursuant to Government Code Section 39576, such report shall be submitted to City Council on July 9, 2013, which date shall be fixed for receiving and considering the report and during such time the City Council shall hear it with any objections of the property owners liable to be assessed for the abatement.

SECTION 6. The decision of the City Council to issue this abatement order is final.

PASSED, APPROVED, AND ADOPTED this 28th day of May 2013.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2013-05-28-___ adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 28th day of May 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 28, 2013

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: DESIGNATION OF VOTING DELEGATE FOR LEAGUE OF CALIFORNIA
CITIES ANNUAL CONFERENCE**

**RECOMMENDATION: THAT THE CITY COUNCIL APPOINT MAYOR KOGERMAN
AS THE VOTING DELEGATE AND APPOINT MAYOR PRO TEMPORE BLOUNT AS
THE ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL
CONFERENCE.**

SUMMARY:

The Annual Conference for the League of California Cities is scheduled for Wednesday, September 18, 2013, through Friday, September 20, 2013 in Sacramento. An important part of the Conference is the Annual Business Meeting, scheduled for noon on Friday, September 20th at the Sacramento Convention Center. At this meeting, the League membership will consider and take action on resolutions that establish League policy. The attached memo from the League of California Cities describes the process and provides procedures for voting at the Annual Conference. This notice is being provided to member cities much earlier than usual, as hotel space near the Sacramento Convention Center will be especially tight this year. They encourage attendees to make hotel reservations early.

In order to vote at this Annual Business Meeting, the City Council must designate a Voting Delegate and an Alternate, who may vote in the event that the designated Voting Delegate is unable to serve in that capacity. The Voting Delegate Form must be returned to the League of California Cities no later than Friday, August 23, 2013.

The League By-Laws provide that each City is entitled to one vote in matters affecting municipal or League policy. At its December 11, 2012, meeting, the City Council reconfirmed the appointment of the Mayor as the Voting Delegate and Mayor Pro Tempore as the Alternate. If Mayor Kogerman and Mayor Pro Tempore Blount plan on attending the Annual Conference, then the City Council should appoint Mayor Kogerman as the Voting Delegate and Mayor Pro Tempore Blount as the Alternate. If they are not

Voting Delegate/Alternate
League of California Cities Annual Conference
Page 2
May 28, 2013

attending, alternate council members who are attending, should then be appointed as Voting Delegate and Alternate.

ATTACHMENTS:

- April 26, 2013, League of California Cities Memo



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

*leggy - handle
Barbara*

RECEIVED

MAY - 6 2013

Council Action Advised by August 2, 2013.

CITY OF LAGUNA HILLS

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

5/28/2013 ITEM NO. 7.2.1

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247