

MISSION VIEJO AGENDA

City Council, Community Development Agency,
Community Development Financing Authority,
Public Improvement Corporation, and Library Board of Trustees*
February 5, 2007, at 5:00 PM

City Hall, 200 Civic Center, Mission Viejo, California, 92691

City Council Chamber

This meeting was imported into the system.

MEETING ITEMS

City Council Agenda 2/5/07

Public Comments

02 - City Council Minutes 1/15/07

04 - Check Register Dated January 5, 2007, in the Amount of \$1,103,702.59

05 - Check Register Dated January 12, 2007, in the Amount of \$1,849,720.35

06 - Check Register Dated January 19, 2007, in the Amount of \$2,438,862.97

07 - Change in Meeting Time for Regular Planning Commission Meetings

08 - Norman P. Murray Community and Senior Center Expansion Project

09 - Norman P. Murray Community and Senior Center Expansion (CIP 994)

10 - Donation Policy for City Parks & Rec Facility & Programs

11 - Mission Viejo Paleontological Fossil Contract Agreement

12 - Youth Athletic Park Change of Time for Ball Field Lights

13 - Solid Waste Franchise Agreement with WMOC

14 - Rate Adjustment to Solid Waste Delivered to Southeast Resource Recovery Facility

15 - Felipe Road Resurfacing Project (CIP 837)

16 - Melinda Park Restroom - CIP 308

17 - Replacement of Casework and Countertops at the MV Animal Services Center

18 - Ratification of Emergency Replacement of the Library Boiler for HVAC

20 - El Toro Reuse Planning Authority

24 - ULI Tech. Advisory Panel Wkshop for M.V. Village Ctr. Area (Marg./La Paz)

25 - Council Member Reports of Events and Activities Attended

26 - Response to CUSD Plan for Blanket Environmental Impact Report

27 - Introduce and Consider a Loitering Ordinance

MISSION VIEJO AGENDA

City Council, Community Development Agency,
Community Development Financing Authority,
Public Improvement Corporation, and Library Board of Trustees*
February 5, 2007, at 5:00 P.M.

City Hall, 200 Civic Center, Mission Viejo, California, 92691
Chamber

City Council

CALL TO ORDER—CITY COUNCIL, COMMUNITY DEVELOPMENT AGENCY, COMMUNITY DEVELOPMENT FINANCING AUTHORITY, PUBLIC IMPROVEMENT CORPORATION, AND LIBRARY BOARD OF TRUSTEES

***Note: All Board and Agency memberships are reflected in the title “Council Member.”**

Roll Call: Council Member Kelley
Council Member MacLean
Council Member Ury
Mayor Pro Tempore Ledesma
Mayor Reavis

Pledge of Allegiance: Council Member Kelley

Invocation: Council Member MacLean

Presentations, Public Hearings, and General Business will be held at 6:00 p.m. or as soon as possible thereafter.

PUBLIC COMMENTS

(Request-to-speak forms must be turned in before the Mayor announces this agenda item. Each speaker may be allotted three minutes. This portion of the agenda is limited to thirty minutes. Any remaining public comments will be heard at the end of the meeting.)

CLOSED SESSION

CS1. Conference with City Attorney Concerning One Matter of Existing Litigation Pursuant to Government Code Section 54956.9(a). The Litigation is Jose Guadalupe Gomez Mejia; Orange County Community Housing Corporation; Public Law Center v. City of Mission Viejo.

CS2. Conference with the City’s Real Property Negotiator Pursuant to Government Code Section 54956.8. Property: The Approximate 2.7 Acre Parcel Identified as Assessor Parcel No. 839-161-16, Generally Located at 28715-28841 Los Alisos Boulevard within portion of Mission Foothill Marketplace shopping center. City Negotiators: Dennis Wilberg, City Manager, Charles Wilson, Director of Community Development. Negotiating Parties: Property Owner – M. F. Mission Viejo, LLC by Raymond DeAngelo. Under Negotiation Potential Acquisition of Real Property Interests for Economic Development, Affordable Housing, Commercial

Rehabilitation and Improvement, Factors Affecting Price and Terms, Parcel Size, Use and Timing of Acquisition.

CS3. Conference with Real Property Negotiator Government Code Section 54956.8 and Conference with Legal Counsel Re: Existing Tolling and Standstill Agreement and Potential Settlement, Government Code Section 54956.9(c). The Real Property Commonly Known as The Shops at Mission Viejo (Mall Property) That is Generally Bounded by Crown Valley Parkway to the North, Medical Center Road to the East, Marguerite Parkway to the Southeast, Shops Blvd., to the South, and the I-5 San Diego Freeway to the West and Comprised of Assessor Parcel Nos. (APNs) 740-011-38, 740-011-39, 740-011-43, 740-011-45, 740-121-15 Owned by Mission Viejo Associates, L. P., a California Limited Partnership, With Particular Consideration of the Fifth Pad Proposed Building Area (PBA) and Potential Reuse and Redevelopment of Major Department Store Space. CDA Negotiators: On Behalf of Community Development Agency of the City of Mission Viejo (“CDA”): Dennis Wilberg, City Manager/CDA Executive Director, Irwin Bornstein, Assistant City Manager, Charles Wilson, Director of Community Development, James Williams, Economic Advisor, Celeste Brady, CDA Counsel, William Curley, III, City Attorney. Owner Negotiators: On behalf of Mission Viejo Associates, L.P. (“Owner”) From Simon Property Group, the Owner Entity’s Managing General Partner: Arthur Spellmeyer, William Hammer, Bruce Moore, Esq. Under Negotiation and Discussion: The CDA and Owner are Parties to an Existing Tolling and Standstill Agreement (TSA) Dated as of May 15, 2006 Relating to an Alleged Default Under the OPA and Covenants Agreement as Described and Defined in the TSA. CDA will Consider the Proposed Price and Terms of a Real Property Transaction That May be the Basis for Amendment(s) of the OPA and Covenants Agreement (Amendment). The Proposed Amendment Will Address Owner’s Development of the Fifth Pad PBA under the OPA and Covenants Agreement and Potential Reuse of Major Department Store Space and the Price and Terms of Payment, if any, Related to Proposed Modification of the Covenants Agreement, a Real Property Interest. Legal Counsel will Update CDA on the Status of TSA and Seek Direction Related to Both the Real Property Negotiations and the Proposed Settlement of the Alleged Default. Factors Affecting Price and Terms under Negotiation: (i) Modification, if any, of Covenants Agreement; (ii) Scope and Schedule of Development of the Fifth Pad PBA; and (iii) Reuse and Redevelopment of Major Department Store Space.

CS4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8. Property: The approximate 10.5-acre Parcel Identified as Assessor Parcel No. 809-541-11, Parcel Map No. 81-159 Generally Situated Easterly of the Intersection of Jeronimo Road and Los Alisos Boulevard in the City of Mission Viejo Co-owned by The Steadfast Companies (With Target Corporation). CDA Negotiators: Dennis Wilberg, City Manager/CDA Executive Director, Charles Wilson, Director of Community Development, James Williams, Economic Advisor, Celeste Brady, CDA Counsel, William Curley, III, Esq., City Attorney, Negotiating Parties: CDA Negotiators on Behalf of Community Development Agency of the City of Mission Viejo; and Ralph Deppisch, The Steadfast Companies. Under negotiation: Potential Acquisition and/or Disposition of Real Property Interests for Long-term Affordable Ownership Housing and the Price and Terms of Payment Therefore Related to the Above-listed Property. Factors Affecting Price and Terms under Negotiation: Recorded Covenants, Scope of Development of Property, Affordable Housing Requirements, Factors Affecting Time of Payment: Conditions to Closing, Due Diligence Period, Schedule of Development and Development of Affordable Housing.

CS5. Conference with the City's Real Property Negotiator (City Manager/Executive Director Dennis Wilberg and City Attorney William Curley) Pursuant to Government Code Section 54956.8 Concerning Real Property Located Adjacent to the Southern Portion of Gilleran Park at 24960 Felipe Road (Assessors Parcel Number: Portion of 125-095-02) in the City of Mission Viejo. The Negotiating Parties Are the City of Mission Viejo and Chabad Jewish Center of Mission Viejo. Under Negotiation Will Be the Price and Terms of Payment for the Property Interest to Be Acquired. Final Action, if any, on This Matter will be Taken in Public Session at a Future Council Meeting Following Public Comments.

REPORT OF CLOSED SESSION

PRESENTATIONS

P1. Presentation of the Community of Character Award

Recommended Action: Present award.

P2. Recognition of the Mission Viejo Company Alumni for their Assistance to the City with the Documenting and Preserving the Mission Viejo Heritage Collection

Recommended Action: Present commendation.

P3. Recognize 2006 Employees of the Year (0410-80)

Recommended Action: Present plaques to (1) Senior Librarian Gail Meldau, City of Mission Viejo Employee of the Year; (2) Deputy Sheriff Carl Bulanek, Orange County Sheriff's Department Employee of the Year; and (3) Fire Captain Ed Harrod, Orange County Fire Authority Employee of the Year.

P4. Recognize Mission Viejo's Community Recycling Program Award Winner (0410-80)

Recommended Action: Present award.

PUBLIC COMMENTS

(Request-to-speak forms must be turned in before the Mayor announces this agenda item. Each speaker may be allotted three minutes. This portion of the agenda is limited to thirty minutes. Any remaining public comments will be heard at the end of the meeting.)

CONSENT CALENDAR

1. Waive Reading of Ordinances and Resolutions

Recommended Action: Approve the reading by title of all ordinances and resolutions and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. City Council Minutes (0410-60)

Recommended Action: Approve the Open Session Minutes for the Regular Meeting of January 15, 2007, as presented or as amended.

3. Number not used.

4. Check Register Dated January 5, 2007, in the Amount of \$1,103,702.59 (0300-30)

Recommended Action: Ratify the accompanying check register.

5. Check Register Dated January 12, 2007, in the Amount of \$1,849,720.35 (0300-30)

Recommended Action: Ratify the accompanying check register.

6. Check Register Dated January 19, 2007, in the Amount of \$2,438,862.97 (0300-30)

Recommended Action: Ratify the accompanying check register.

7. Change in Meeting Time for Regular Planning Commission Meetings (0120-10-05)

Recommended Action: Adopt Resolution 07-XX Changing the Established Meeting Time for the Planning Commission.

8. Norman P. Murray Community and Senior Center Expansion (CIP 994) (0400-10)

Recommended Action: Award the alarm services contract for the subject project to Pyro-Comm Systems, Inc., in the amount of \$23,010.

9. Norman P. Murray Community and Senior Center Expansion (CIP 994) (0400-10)

Recommended Action: Approve Change Order Number 2 to Douglas E. Barnhart, Inc., in the amount of \$25,256 for additional construction costs for the Norman P. Murray Center expansion.

10. Donation Policy for City parks and Recreation Facilities and Programs (0410-90)

Recommended Action: Adopt Resolution 07-XX Relating To The Donation Policy For City Parks, Recreation Facilities and Recreation Programs and Amending The City Council Policy Manual.

11. Mission Viejo Paleontological Fossil Contract Agreement (0400-10)

Recommended Action: Enter into a contract agreement with Saddleback College for the preservation and restoration of the Mission Viejo Paleontological Fossil Collection.

12. Youth Athletic Park—Change of Time for Ball Field Lights (0730-20)

Recommended Action: Adopt Resolution 07-XX Establishing a Turn Off Time for Ball Field Lights at the Youth Athletic Park at 10:15 p.m.

13. Solid Waste Franchise Agreement with Waste Management of Orange County (0400-10)

Recommended Action: (1) Expand the responsibility of the Solid Waste Ad Hoc Committee to include matters related to the extension of the Solid Waste Franchise Agreement, and (2) direct staff and the Ad Hoc Committee to begin discussions with Waste Management of Orange County regarding a two-year extension of the Integrated Solid Waste Franchise Agreement and report back to Council in 90 days.

14. Rate Adjustment for Solid Waste Delivered to Southeast Resource Recovery Facility (1030-05)

Recommended Action: Adopt Resolution 07-XX Approving the Proposed Rate Adjustment for Solid Waste Delivered to Southeast Resource Recovery Facility (Waste-to-Energy) for Disposal (from \$45.26 to \$58.10) Effective Immediately.

15. Felipe Road Resurfacing Project (CIP 837) (0820-15)

Recommended Action: Approve the bid specifications and authorize staff to advertise for construction bids for the subject project.

16. Melinda Park Restroom (CIP 308) (0400-10)

Recommended Action: Issue a purchase order to RJM Design Group, Inc. for the design & development of construction documents for bidding and construction support services for Melinda Park Restroom in an amount not to exceed \$29,600.

17. Replacement of Casework and Countertops at the Mission Viejo Animal Services Center (0400-10)

Recommended Action: Award contract for the subject services to Mica Industries in an amount not to exceed \$40,000.

18. Ratification of Emergency Purchase Order to Replace the Boiler for the Library's Heating/Ventilating/Air Conditioning (HVAC) System

Recommended action: Ratify Purchase Order #070723 issued under the City Manager's emergency purchase authority to Emcor Company on January 19, 2007, in the amount of \$24,183.00, for the replacement of the roof-top water boiler unit for the Library's HVAC system.

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

MAYOR'S, COMMISSION, AND COMMITTEE REPORTS

19. Orange County Fire Authority (OCFA) Report (0410-40)

Recommended Action: Receive the report.

20. El Toro Reuse Planning Authority (ETRPA) Report (0640-30)

Recommended Action: (1) Receive the report, and (2) adopt Resolution 07-XX Terminating the El Toro Reuse Planning Authority.

21. Foothill/Eastern Transportation Corridor Agency Report (0410-40)

Recommended Action: Receive the report.

22. San Joaquin Hills Transportation Corridor Agency Report (0410-40)

Recommended Action: Receive the report.

23. Vector Control Board Report (0410-40)

Recommended Action: Receive the report

STAFF REPORTS

City Manager's Report

24. Urban Land Institute (ULI) Technical Advisory Panel (TAP) Workshop for Mission Viejo Village Center Area Generally Located in Vicinity of the Intersection of Marguerite Parkway and La Paz Road (0660-20)

Recommended Action: (1) Receive presentation from representatives of ULI; (2) if interested, review and comment on the proposed draft TAP Workshop Scope of Work; and (3) determine the role of the City Council in the TAP process.

City Attorney's Report

COUNCIL MEMBER COMMENTS

25. Council Member Reports of Events and Activities Attended (AB 1234) (0480-70)

Recommended Action: Receive reports.

Council Member Kelley

26. Response to CUSD Plan for Blanket Environmental Impact Report for District-Wide School Facilities (0150-67)

Recommended Action: Send a letter to CUSD asking for rescission of the prior Board of Trustees

approval authorizing the preparation of an Environmental Impact Report covering every CUSD school.

Council Member MacLean

Council Member Ury

Mayor Pro Tempore Ledesma

27. Introduction and Consideration of a Loitering Ordinance (0480-20)

Recommended Action: Introduce Ordinance 07-XXX Adding Section 11.16.090 to Chapter 11.16 of Title 11 of the Mission Viejo Municipal Code Prohibiting Trespass on Private Property.

Mayor Reavis

28. Economic Development Committee (0120-80)

Recommended Action: Appoint members to an Economic Development Committee.

ADJOURNMENT TO FEBRUARY 19, 2007, AT 5:00 P.M.

NOTE: At the hour of 9:30 p.m., the City Council will review the remaining agenda items and make a decision regarding the items to be considered before the 11:00 p.m. adjournment and the items to be continued to the next meeting.

Alas de America Institute for Yoga, Wellness and Lifetime Physical Fitness

25962 Portafino Drive

Mission Viejo, CA 92691

(714) 235-6977

Fax (949) 951-6953

www.alasdeamerica.org

RECEIVED AT COUNCIL MEETING

OF 2/5/07

FROM Linda Pauwels

AGENDA ITEM# Public Comments

Summary

- Alas de America is a nonprofit, public benefit corporation (20-3911381). We are exempt from Federal and State (CA) tax under 501 (c) (3) of the Internal Revenue Code.
- **Mission Statement:** Alas de America Institute will seek to create a culture of wellness within the community. We will educate, support and empower community members to improve and maintain their overall health and well-being through healthy lifestyle choices.
- **Board and Officers:**
 - Linda Pauwels, M.S., RYT, Director/President
 - Carole B. Regan, Ph.D., Director
 - Kenneth G. Woodward, Ph.D., Director
 - Lorraine A. Kobett, Ph.D., Director
 - Johe Morris, Ed.D, M.N., R.N., Director
 - Claire Hannan, CPA, Treasurer
 - Archana Dongre, M.A., Secretary
- **Programs:**
 - **Yoga Education in Public Schools**
 - **For Children and Youth- Yoga Ed™:** Alas de America is taking the lead in Orange County, CA, to train and provide instructors in the Yoga Ed™ curriculum. Yoga Ed. develops health and wellness programs and materials that utilize the physiological, emotional and educational benefits of yoga and creative play, and distributes them to children, teachers and parents through schools and communities nationwide. In March, 2007, we are beginning a pilot after-school program at Saddleback Valley Unified School District, in three schools, grades 4-6.
 - **For Teens- Yoga Alliance**
 - Alas de America is developing a vocational training and certification program for high school students. Students aged 16 and older will be eligible for free training by the Institute that will qualify them as Yoga Alliance Registered Yoga Teachers (RYT).
 - **Wellness Education for the General Public**
 - Alas de America will hold classes at its leased facility and other community venues in general fitness, yoga and tai chi. These classes will be offered to a fee, in support of the Institute's educational programs, including yoga education in public schools.
 - Additionally, classes will be offered exploring the seven dimensions of wellness: physical, emotional, mental, social,

environmental, occupational and spiritual. For example, classes may focus on nutrition, the mind-body connection and management of stress.

○ **Wellness in the Military**

- The Institute conducts Hatha Yoga classes, on base, offered to United States Marines stationed at Camp Pendleton. Injured Marines and their dependents also attend the class as part of their rehabilitation. The Institute provides the instructor, equipment and special accommodative devices for these sessions.

○ **Wellness Research**

- The Institute plans to conduct research and offer grants to individuals conducting university level research in the area of health and wellness. For example, the Institute is working with David Chen, Ph.D., CSUF Kinesiology, to evaluate the quality of the 3-yr. Carol M. White Physical Education Program (PEP) Grant awarded to Los Angeles schools for the implementation of Yoga Ed.

Coming Home Project
Deep Streams Zen Institute
121 Clement St.
San Francisco, CA 94118
415-387-0800

1/31/07

The City of Mission Viejo
Community Services Commission

Dear friends,

On January 20, The Coming Home Project, a non-profit, community-based program serving Iraq and Afghanistan veterans and their families had the privilege of a visit by Ms. Linda Pauwels of Alas de America Institute. Her contribution to the daylong workshop, offering the participants a period of yoga, was a particularly valuable element of a moving day of sharing stories and experiences, meditation and movement, and expressive writing, through which the 31 participants were able to knit themselves into a community of mutual support. We are grateful to Linda for her heartfelt contribution, offered in the spirit of generosity and received enthusiastically by participants. We offer our sincere support for her efforts to develop Alas de America Institute and it's important programs. Please feel free to contact us if you have any questions.

Sincerely,



Joseph Bobrow, Ph.D.

Executive Director



THE PRESIDENT'S COUNCIL
ON PHYSICAL FITNESS
AND SPORTS



Dear 50th Anniversary Partner:

Congratulations on joining us as a 50th Anniversary Partner of the President's Council on Physical Fitness and Sports. We are thrilled that you are part of our endeavor to Get America Moving! We commend you on your contribution to creating an active and fit nation. Your name and organization will now be posted on www.fitness.gov as one of our 50th Anniversary Partners. Welcome!

A few points:

- The 50th anniversary logo is attached to be used according to the parameters laid out in the form you signed and returned.
- Use the online 50th Anniversary Toolkit to promote, complement, and augment your own activities; i.e. mock press release, Quotes, History of PCPFS, Fact Sheets, Health Observances, etc. Additions and modifications to the toolkit will be made throughout the year.
- We welcome you to send us quarterly reports with updates on the actual number of participants you are impacting, how many people are receiving your message, and/or how many people have changed their behaviors. We will add this information to your organization's listing on our website. As you know, the President's Challenge website offers a free interactive mechanism through the group feature to track physical activity participation of your constituents. You're welcome to use this feature.
- You will be added to our newsletter and 50th anniversary listserves, so you can be kept abreast of all the activities of the President's Council. At any time, you can choose to opt out.
- Be sure to check www.fitness.gov regularly for events or issues of particular interest, especially those that may be happening in your state or town.

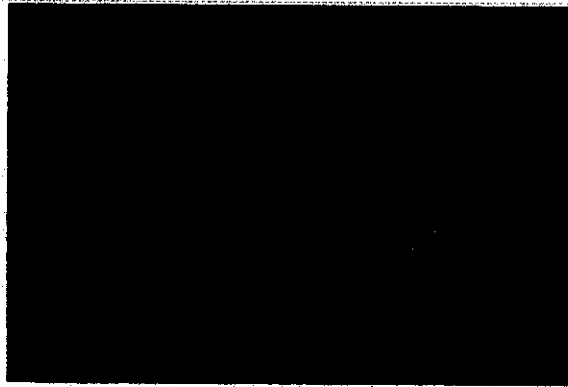
Also, if you are not already a President's Challenge Advocate, we invite you to become one! If you promote and use the President's Challenge, you are eligible to be an Advocate. For a current list of President's Challenge Advocates, go to www.president-challenge.org and click on Advocates. As noted above, this is an ideal and creative way to monitor and track physical activity and work towards presidential recognition.

Thank you for joining us to celebrate 50 years of physical activity, sports, and fitness in the U.S. Our anniversary is about celebrating YOU and your contributions to helping Americans become and stay active for life. We applaud and commend you for your service, dedication, and commitment!

Sincerely,

Melissa Johnson, M.S.
Executive Director

HUBERT H. HUMPHREY BUILDING
ROOM 738H • 200 INDEPENDENCE AVENUE, SW • WASHINGTON, D.C. 20201
PHONE: 202-696-9000 FAX: 202-690-5211



Hamstrings of Steel?

Join the Wednesday 1130 Yoga Class at AFC 52 for a six-week hamstring flexibility clinic. We'll be incorporating specific poses during the class session.

Starts April 19, 2006

Why? Tight hamstrings:

- Are more susceptible to tearing.
- Can cause the hips and pelvis to rotate back, causing back problems.
- Muscle tightness reduces overall performance.

Yoga Institute

HAND-LOOMED WRAPS*



- Made in San Pedro, Argentina by a weaving cooperative.
- Proceeds go to fund Yoga Ed. after-school programs in Orange County, CA and for USMC support programs at Camp Pendleton, CA.

*Hand wash, cold water, dry flat.

We are a non-profit under 501 (c) 3,
Tax ID 20-3911381.



Alas de America Institute

25962 Portafino Drive
Mission Viejo, CA 92691
(714) 235-6977

www.alasdeamerica.org

Saddleback Valley News

The Orange County Register

Mission Viejo Edition

Friday, Nov. 10, 2006

Sports: In the hunt for a CIF title / 18

News: Why locals are becoming more educated / 3

News: Housing is city's hot topic / 10

< **Snapshots:** Walking for wellness / 5

Courtney Fox: Hanging up on Arnold / 22

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Saddleback Valley News
on the Web:

www.ocregister.com/missionviejo

SNAPSHOTS

A state of relaxation

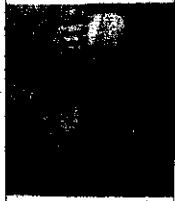
Alas de America hosted its first Health and Wellness Walk on Oso Creek Trail last Sunday.

Participants learned about yoga, tai chi and martial arts and helped raise money for yoga education in schools and for Marines.



Volunteers Sarah Carbone, Anja Schillmoeller and John Meyers practice yoga movements.

PHOTOS BY MARK MARTINEZ / FOR THE NEWS



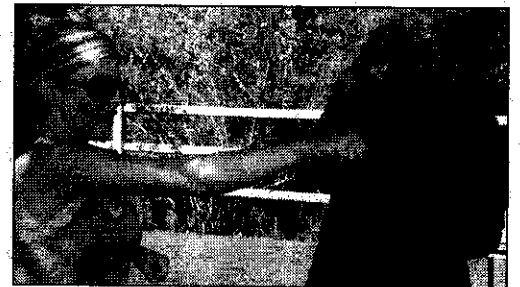
Lorry Ann Lup of the United Studios of Self Defense demonstrates a tai chi form.



Jan Bear of Mission Viejo receives a massage from Danette Crippen of Spa Gregorie's.



Mission Viejo High School volunteers Valerie Schmidt, Susie Garcia, and Ada and Eva Li



Alas de America volunteer Anja Schillmoeller and Yogi Ramesh

Saddleback Valley News

The Orange County Register

Mission Viejo Edition

Friday, May 26, 2006

Sports: Diablos in baseball quarterfinals / 18

Crime Watch: Police logs from your city / 12

Green Living: First of a series / 3



< Snapshots: Having fun with chalk / 5

Courtney Fox: This is what you call a vacation / 22

What's Happening: Have a seat at Smokey Joe's / 32

Saddleback Valley News

on the web:

www.ocregister.com/missionviejo

IN THE CLASSROOMS

Yoga within youths' reach

Graduate student introduces fourth-graders to new exercise.

By AMANDA STRINDBERG
STAFF WRITER

LAKE FOREST • Savannah Sio, 10, has a new technique when dealing with her "pesty" younger brother.

She closes her bedroom door, curls up in a ball with her arms stretched out and breathes, exhaling her frustration.

"It calms me down," the fourth-grader said. "When I get stressed I just take deep silent breaths."

Sio learned the skill during her Tuesday afternoon yoga class at Gates Elementary in Lake Forest. Mission Viejo yoga instructor Linda Pauwels is teaching the eight-week class as part of a research project in her physical-education graduate studies.

The yoga curriculum Pauwels is using also is taught at schools within Tustin and Santa Ana Unified districts.

The Gates fourth-graders



PHOTO BY ROD VEAL / THE NEWS

STRETCHING: Educators at Gates credit yoga with making the students better test takers.

MORE ON PAGE 2

Meet the teacher and her class.

have learned yoga poses including down dog, tree and rag doll.

On Tuesday, they tested their flexibility as they stretched on orange and blue mats laid across fresh-cut

grass. A tree provided a canopy of shade.

"Feel the wind as it goes over your body," Pauwels said. "Relax. Let the hips sink."

The kids concentrated on the movements, their rubber-band-like bodies bending and twisting.

"I want you to work," Pau-

wels commanded.

For Saul Roman, all his worries about spelling tests, science lessons and math problems dissipated while stretching.

"When you close your eyes, you don't think about anything," he said. "All you have to do is breathe."

TO OUR READERS:

In the **Classrooms** is a new periodic feature of **The News**, highlighting the students, teachers and subjects in our area's schools. To suggest a classroom, e-mail

SaddlebackValleyNews@ocregister.com.

Test your knowledge

(Answers on Page 2.)

1. Which organ is responsible for breathing?
a. Lungs b. Heart c. Stomach d. Pancreas
2. What does "yoga" mean?
a. Harmony b. Relaxation c. To sweat d. To unify
3. What language are the names of yoga poses from?
a. Latin b. Greek c. Aramaic d. Sanskrit
4. What is equanimity?
a. Balance b. Calmness c. Equality d. Strength

CONTACT THE WRITER:

(949) 454-7367 or
astrindberg@ocregister.com

ho Santa Margarita.
 : to drop by anytime!
 tonio Pkwy, Suite B130
 ta Margarita, CA 92688
 9.888.0222 (P)
 9.888.8238 (F)
 TO GO, CATERING &
 EVERY AVAILABLE!



PHOTOS BY ROD VEAL / THE NEWS
POGGIN' IT: Linda Pauwels instructs students to crawl through tunnels created by other students in the "down dog" pose.

Meet the teacher

Linda Pauwels is teaching yoga at Gates Elementary as part of a research project for graduate school.



The Mission Viejo resident used to be a commercial airline pilot, but was forced to resign three years ago because of an immune disorder that caused extreme fatigue, muscle and joint pain, kidney infections and thyroid problems.

Yoga helped improve Pauwels' quality of life, relieved muscle pains and relaxed her body.

Q. How do you think the students can benefit from yoga?

A. It allows for the integration of the mind and body. This is the time when they develop habits that they will carry with them for the rest of their lives.

Physical activity not only does a lot for the body, but it helps with character building too.

Q. How can they apply what they learn in your class to everyday life?

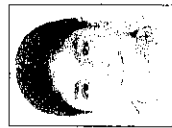
A. They are learning self-control, which translates from the postural control.

They are also getting to know themselves. They see where they have weaknesses and where they are strong.

Q. Overall, what do you hope the kids gain from the eight-week class?

A. Greater awareness of the inherent strength they have.

"I like it better than other exercises because you can do it anywhere. ... it makes your body feel all stretched."



LIZBETH ALVAREZ,
 FOURTH GRADE

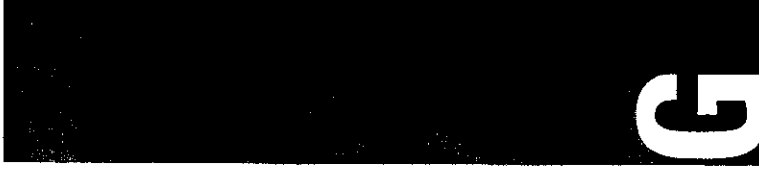
Our Class

These are the fourth-graders in Sue Jaeger's class at Gates Elementary who are learning yoga. Some names were left out because of parents' requests.

- Lizbeth Alvarez
- Miguel Correa
- Jocelyne Gallardo
- Daisy Gama
- Carlos Lorenzo
- Jose Magallanes
- Alma Martinez
- Ricardo Mejia
- Ivan Morales
- Elisabet Moreno
- Marilyna Ramirez
- Anthony Rice
- Saul Roman
- Savannah Sio
- Luisa Soberanis
- Isaac Torres
- Josue Valencia-Sori
- Lilianna Villaneda

Answers from quiz:
 1. a. 2. d. 3. d. 4. b.

ho Santa Margarita.
 : to drop by anytime!
 tonio Pkwy, Suite B130
 ta Margarita, CA 92688
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MISSION VIEJO MINUTES

City Council, Community Development Agency,
Community Development Financing Authority,
Public Improvement Corporation,
and Library Board of Trustees*

January 15, 2007

A Regular Meeting of the City Council, the Community Development Agency, the Community Development Financing Authority, the Public Improvement Corporation, and the Library Board of Trustees of the City of Mission Viejo, California, was called to order by Mayor Reavis at 5:01 p.m., on January 15, 2007, at 200 Civic Center, Mission Viejo, California.

A complete copy of the agenda for the meeting containing all items as shown herein was posted by 5:00 p.m. on January 10, 2007, on the outdoor bulletin board at City Hall. Copies were also posted at the Montanoso Recreation and Fitness Center, 25800 Montanoso Drive, and the Norman P. Murray Community and Senior Center, 24932 Veterans Way.

*All Board and Agency memberships are reflected in the title "Council Member."

CALL TO ORDER—CITY COUNCIL, COMMUNITY DEVELOPMENT AGENCY, COMMUNITY DEVELOPMENT FINANCING AUTHORITY, PUBLIC IMPROVEMENT CORPORATION, AND LIBRARY BOARD OF TRUSTEES

Present: Council Member Kelley
Council Member MacLean
Council Member Ury
Mayor Pro Tempore Ledesma
Mayor Reavis

Absent: None

Staff Present: Dennis Wilberg, City Manager
Irwin Bornstein, Assistant City Manager/Director of Administrative Services
William P. Curley III, City Attorney
Karen Hamman, City Clerk

Pledge of Allegiance: Mayor Pro Tempore Ledesma

Invocation: Mayor Reavis

RECESS TO CLOSED SESSION

Mayor Reavis recessed the meeting to Closed Session at 5:03 p.m.

CLOSED SESSION

CS1. Conference with the City's Real Property Negotiator (City Manager/Executive Director Dennis Wilberg and City Attorney William Curley) Pursuant to Government Code Section 54956.8 Concerning Real Property Located Adjacent to the Eastern Boundary of Saddleback College Between Crown Valley Parkway and Avery Parkway (Assessors Parcel Number 740-112-35) in the City of Mission Viejo. The Negotiating Parties Are the City of Mission Viejo and Spectrum Housing, LLC (Its General Partners). Under Negotiation Will Be the Price and Terms of Payment for the Property Interest to Be Acquired. Final action, if any, on this matter will be taken in public session at a future Council Meeting following Public Comments.

CS2. Conference with Legal Counsel—Anticipated Litigation. Potential Litigation Pursuant to Subdivision (c) of Government Code Section 54956.9. Two Cases Under Consideration.

RECONVENE

Mayor Reavis reconvened the meeting at 6:05 p.m. All five City Council Members were present.

REPORT OF CLOSED SESSION

City Attorney Bill Curley announced that the Council provided direction to the City's negotiators for CS1 but there was no reportable action. For Closed Session item CS2, there was no reportable action on the first case under consideration. Regarding the second case, the City Council directed the City Attorney to contact Southern California Edison to ask for information in support of Edison's presentation to the City regarding improvements and re-phasing of the Viejo System line. Upon receipt of that information, the City Council will decide what course of action to take.

PRESENTATIONS

P1. Oath of Office for Newly Appointed Planning and Transportation Commissioners, Investment Advisory Commissioners, and Community Services Commissioners

City Clerk Karen Hamman administered the Oath of Office and Mayor Reavis presented Certificates of Appointment to (1) Community Services Commissioners Patricia Bennett, Ron Harris, Ronald Ruef, and Brian Skalsky; (2) Investment Advisory Commissioners Mary Hugar and Patrick Imburgia; and (3) Planning and Transportation Commissioners Richard Atkinson, Mynette Beauchamp, David Leckness, Rick Sandzimier, and Richard Schweinberg. Community Services Commissioners Anna Boyce and Tim

Reid and Investment Advisory Commissioners Duncan Merritt and Kevin Moran were unable to attend and will receive their oaths at a later date.

P2. Recognize Citywide Volunteers for Their 1,000 Hours of Volunteer Service (0410-80)

Library Assistant Patrice Rand, Leslie McDonald and Mayor Reavis presented certificates of appreciation to (1) Richard McConaughy for volunteer hours at the Mission Viejo Library; (2) Barbara Otaki for volunteer hours at the Mission Viejo Library and the Norman P. Murray Community and Senior Center; and (3) Carmen Chasiquiza for volunteer hours at the Norman P. Murray Community and Senior Center.

PUBLIC COMMENTS

Larry Gilbert, M.V.: read from a press release issued by the City on October 30, 2006, regarding Mission Viejo's "Safest City" designation and expressed concern about a recent rash of auto thefts and burglaries at the Shops at Mission Viejo.

Terry Graham, Saddleback Neighborhood Alliance, Lake Forest: asked the City Council to take care of the day laborer problem at Los Alisos and Jeronimo before it gets out of hand like it did in the City of Lake Forest.

Lisa Schoeneberger, Lake Forest: expressed concern with day laborers congregating at Jeronimo Plaza and surrounding areas. Asked the City to work with the business owners at Jeronimo Plaza to prevent a problem before it gets out of control.

Bob Holtzclaw, Minute Man Project, Lake Forest: discussed the City of Lake Forest's ordinance to prevent day laborers from congregating in certain areas and encouraged the City of Mission Viejo to consider a similar ordinance.

Sandra Sweet, M.V.: expressed dismay with the day laborer problem at the corner of Jeronimo and Los Alisos and announced that concerned citizens will stage a protest on Saturday, from 8:00 to 11:00 a.m.

Vincent Burke, M.V.: asked the City Council to consider enacting a day laborer ordinance similar to the City of Lake Forest's.

Cathy Schlicht, M.V.: asked why the public was kept in the dark about a 53% increase in car thefts that began last summer.

Joe Holtzman, M.V.: discussed an editorial in the OC Register entitled "Not Very Bright Ideas From Edison" and expressed his concern with misconduct and misinformation from SCE.

Steven Guess, M.V.: stated that the last election campaign was the most negative in our city's history and that we need to work together as a community to resolve differences.

Christiane Dudzinski, M.V.: expressed concern with overgrown trees that block the view from her home and asked the City for assistance.

CONSENT CALENDAR

Motion made by Mayor Pro Tempore Ledesma, seconded by Council Member MacLean, to approve the Consent Calendar as described below.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
NOES: None
ABSENT: None

1. Waive Reading of Ordinances and Resolutions

Approved the reading by title of all ordinances and resolutions and declared that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. City Council Minutes (0410-60)

Approved the Open Session Minutes for the Regular Meeting of January 2, 2007, as presented.

3. Summary of Fiscal Year 2006-2007 Budget Amendments to Date (0330-30)

Received and filed the report.

4. Check Register Dated December 15, 2006, in the Amount of \$1,997,916.29 (0300-30)

Ratified the accompanying check register.

5. Check Register Dated December 22, 2006, in the Amount of \$1,804,080.80 (0300-30)

Ratified the accompanying check register.

6. City Treasurer's Monthly Report for November 2006 (0320-80)

Received and filed the report.

7. Community Development Agency (CDA) Treasurer's Report for November 2006 (0320-80)

Received and filed the report.

8. Community Development Financing Authority (CDFA) Treasurer's Report for November 2006 (0320-80)

Received and filed the report.

9. Retirement Actuarial Consulting Services (0400-10)

Approved the Second Amendment with Bartel Associates, LLC for actuarial consulting services in the amount of \$5,000.

10. Number not used

11. Number not used

12. Budget Amendment to Increase Fiscal Year 2006-2007 Property Tax Estimates (0330-30)

Adopted **Resolution 07-02** Amending the Fiscal Year 2006-2007 Budget to Increase Property Tax Revenue Estimates.

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARINGS

13. Proposed Draft Ordinance Amending Regulations Applicable to Signs and Amending Portions of Chapter 9.29 (Sign Standards) of the City's Municipal Code (0480-20)

Director of Community Development Chuck Wilson presented the staff report.

Mayor Reavis opened the public hearing at 7:36 p.m.

Cathy Schlicht, M.V.: discussed her concern with various signage throughout the city and asked the City Council to stop the spread of visual blight, especially at Kaleidoscope center.

Bob Bunyan, Robert Bunyan and Associates, M.V.: representing a property owner in town, outlined their concern with two proposed areas in the sign ordinance regarding square footage requirements for monument signs and the number of tenants per sign.

Hearing no further comments, the Mayor closed the public hearing.

The City Council requested Commission reconsideration of the following sign code topics:

1. For a business freestanding monument sign, reconsider definition of major tenant with a gross lease space equal to or greater than 10,000 sq. ft. Some Council Members felt the 10,000 sq. ft. standard should be reduced to a lower square footage such as 5,000 sq. ft.
2. For window signs, reconsider standard requiring window signs not exceed 25% of the window (pane of glass). Some Councilmember felt the pane of glass standard was too restrictive.

3. For temporary promotional signs, reconsider allowing promotional posters in the window. Some Council Members felt requiring promotional signs to be only designed in the form of a banner was too restrictive.
4. For lighted open/closed signs, reconsider permitting open signs to be designed with neon lighting.
5. Consider allowing more flexibility for exterior signage at commercial highway oriented centers.
6. Consider allowing off-site signage to promote auto dealerships.
7. For commercial real estate signs, consider removing the bond requirement for these signs.
8. Define LED signs and consider a standard for brightness. These signs should be steady burning (i.e. no flashing or moving illumination).

Motion made by Council Member MacLean, seconded by Mayor Pro Tempore Ledesma, to direct that this matter be returned to the Planning and Transportation Commission so the new members will have an opportunity to review the recommendations, address the City Council's concerns, and return with their input within 60 days.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
 NOES: None
 ABSENT: None

OLD BUSINESS

14. Community Services Commission and Investment Advisory Commission Appointments (0120-75) (0120-90)

Motion made by Mayor Pro Tempore Ledesma, seconded by Mayor Reavis, to appoint Gloria Heer to the Community Services Commission.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
 NOES: None
 ABSENT: None

Motion made by Mayor Pro Tempore Ledesma, seconded by Council Member Ury, to appoint Morgan Christen to the Investment Advisory Commission.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
NOES: None
ABSENT: None

15. Resolution Repealing a Portion of City Council Resolution 99-42 and Acknowledging the City Council's Resumption of Economic Development Responsibilities (0410-05)

Cathy Schlicht, M.V.: expressed opposition to the Council's intention to remove economic development duties from the Planning and Transportation Commission.

Motion made by Council Member MacLean, seconded by Mayor Reavis, to adopt **Resolution 07-07** Repealing a Portion of City Council Resolution 99-42 and Acknowledging the City Council's Resumption of Economic Development Responsibilities in the City of Mission Viejo.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ledesma, Reavis
NOES: Ury
ABSENT: None

NEW BUSINESS

MAYOR'S, COMMISSION, AND COMMITTEE REPORTS

16. Orange County Fire Authority (OCFA) Report (0410-40)

Received the report from Council Member Kelley.

17. Foothill/Eastern Transportation Corridor Agency Report (0410-40)

Received the report from Council Member MacLean.

18. San Joaquin Hills Transportation Corridor Agency Report (0410-40)

Mayor Reavis announced that there has not been a recent meeting of the San Joaquin Hills Transportation Corridor Agency and there was nothing to report at this time.

STAFF REPORTS

City Manager's Report

19. Solid Waste Ad Hoc Committee (0410-45)

By consensus, the City Council reinstated the Construction & Demolition (C&D) Ad Hoc

Committee and changed the name to the Solid Waste Ad Hoc Committee. Mayor Reavis appointed Mayor Pro Tem Ledesma and Council Member MacLean to serve on the ad-hoc committee.

City Attorney's Report

COUNCIL MEMBER COMMENTS

20. Council Member Reports of Events and Activities Attended (AB 1234) (0480-70)

The City Council Members acknowledged the accuracy of their event and activities calendars as presented in the staff report. Mayor Reavis and Mayor Pro Tempore Ledesma announced that they have changes to their reports and will submit updates to the City Clerk for the public record.

Council Member Kelley

Announced that she and Council Member MacLean attended the League of Cities conference in Sacramento last week and she found it a great opportunity to network with officials from other cities and to meet newly elected officials. Outlined her attendance at the Elks Appreciation Dinner where various members of law enforcement and firefighter teams were honored. Stated that she feels very comfortable knowing that these public servants are out there protecting us and she thanked the Elks for honoring them with such a nice event. Reminded members of the senior community that the senior transportation program is being launched and more information is available by calling (949) 470-8412. Announced that the Relay for Life kickoff will be held on February 9, 2007, and she invited those interested in serving on the committee or finding out how to be involved, to contact her for more information. Reminded residents that Fun with Chips, a fundraiser in preparation for Fun with Chalk, will be held on February 24, 2007. Thanked the volunteers who serve the City and asked the community to pause and remember Martin Luther King, Jr., on this day, his birthday.

Council Member MacLean

Stated that he brought back some valuable information from the League of Cities conference in Sacramento and he has shared it with staff and his colleagues, hoping that we can institute a more effective, open government.

Council Member Ury

Asked Mayor Reavis to adjourn the meeting in memory of Cindy Stokes, former Mission Viejo library employee.

Mayor Pro Tempore Ledesma


Requested that tonight's meeting be adjourned in memory of Martin Luther King, Jr., in addition to the other citizens the Mayor plans to recognize.

Mayor Reavis

Discussed her attendance at the Elks Lodge dinner and congratulated the well-deserving Sheriff's Department and Orange County Fire Authority award recipients. Announced that the City will host a Disaster Preparedness Training course on February 4, 2007, and that more information is available by calling the City Manager's office. In conjunction with the City's disaster preparedness plan, emergency kits will be distributed to seniors at the Norman P. Murray Community and Senior Center in 2007. Congratulated the participants in the Model UN program and stated that it was very fulfilling to see young people talking about world events in such an intelligent and insightful way. Announced that the Chambers of Commerce will host their annual "This is our Town" breakfast on Thursday February, 19, 2007, at 7:30 a.m. at the Mission Viejo Country Club.

ADJOURNMENT

At the hour of 8:49 p.m., Mayor Reavis adjourned the meeting in memory of Major Megan McClung, Cynthia Stokes, Larry Sherry, and Martin Luther King Jr., to January 29, 2007, at 5:00 p.m. for a Master Financial Plan/Long Range Goals Workshop.



Karen Hamman, City Clerk



MISSION VIEJO MINUTES

City Council, Community Development Agency,
Community Development Financing Authority,
Public Improvement Corporation,
and Library Board of Trustees*
January 15, 2007

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CALL TO ORDER—CITY COUNCIL, COMMUNITY DEVELOPMENT AGENCY, COMMUNITY DEVELOPMENT FINANCING AUTHORITY, PUBLIC IMPROVEMENT CORPORATION, AND LIBRARY BOARD OF TRUSTEES

Present: Council Member Kelley
Council Member MacLean
Council Member Ury
Mayor Pro Tempore Ledesma
Mayor Reavis

Absent: None

Staff Present: Dennis Wilberg, City Manager
Irwin Bornstein, Assistant City Manager/Director of Administrative Services
William P. Curley III, City Attorney
Karen Hamman, City Clerk

Pledge of Allegiance: Mayor Pro Tempore Ledesma

Invocation: Mayor Reavis

RECESS TO CLOSED SESSION

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CLOSED SESSION

CS1. Conference with the City's Real Property Negotiator (City Manager/Executive Director Dennis Wilberg and City Attorney William Curley) Pursuant to Government Code Section 54956.8 Concerning Real Property Located Adjacent to the Eastern Boundary of Saddleback College Between Crown Valley Parkway and Avery Parkway (Assessors Parcel Number 740-112-35) in the City of Mission Viejo. The Negotiating Parties Are the City of Mission Viejo and Spectrum Housing, LLC (Its General Partners). Under Negotiation Will Be the Price and Terms of Payment for the Property Interest to Be Acquired. Final action, if any, on this matter will be taken in public session at a future Council Meeting following Public Comments.

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REPORT OF CLOSED SESSION

City Attorney Bill Curley announced that the Council provided direction to the City's negotiators for CS1 but there was no reportable action. For Closed Session item CS2, there was no reportable action on the first case under consideration. Regarding the second case, the City Council directed the City Attorney to contact Southern California Edison to ask for information in support of Edison's presentation to the City regarding improvements and re-phasing of the Viejo System line. Upon receipt of that information, the City Council will decide what course of action to take.

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Christiane Dudzinski, M.V.: expressed concern with overgrown trees that block the view from her home and asked the City for assistance.

CONSENT CALENDAR

Motion made by Mayor Pro Tempore Ledesma, seconded by Council Member MacLean, to approve the Consent Calendar as described below.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
NOES: None
ABSENT: None

1. Waive Reading of Ordinances and Resolutions

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2. City Council Minutes (0410-60)

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10. Number not used

11. Number not used

12. Budget Amendment to Increase Fiscal Year 2006-2007 Property Tax Estimates (0330-30)

Adopted **Resolution 07-02** Amending the Fiscal Year 2006-2007 Budget to Increase Property Tax Revenue Estimates.

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARINGS

13. Proposed Draft Ordinance Amending Regulations Applicable to Signs and Amending Portions of Chapter 9.29 (Sign Standards) of the City's Municipal Code (0480-20)

Director of Community Development Chuck Wilson presented the staff report.

Mayor Reavis opened the public hearing at 7:36 p.m.

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Motion made by Council Member MacLean, seconded by Mayor Pro Tempore Ledesma, to direct that this matter be returned to the Planning and Transportation Commission so the new members will have an opportunity to review the recommendations, address the City Council's concerns, and return with their input within 60 days.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
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 ABSENT: None

OLD BUSINESS

14. Community Services Commission and Investment Advisory Commission Appointments (0120-75) (0120-90)

Motion made by Mayor Pro Tempore Ledesma, seconded by Mayor Reavis, to appoint Gloria Heer to the Community Services Commission.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
 NOES: None
 ABSENT: None

Motion made by Mayor Pro Tempore Ledesma, seconded by Council Member Ury, to appoint Morgan Christen to the Investment Advisory Commission.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ury, Ledesma, Reavis
NOES: None
ABSENT: None

15. Resolution Repealing a Portion of City Council Resolution 99-42 and Acknowledging the City Council's Resumption of Economic Development Responsibilities (0410-05)

Cathy Schlicht, M.V.: expressed opposition to the Council's intention to remove economic development duties from the Planning and Transportation Commission.

Motion made by Council Member MacLean, seconded by Mayor Reavis, to adopt **Resolution 07-07** Repealing a Portion of City Council Resolution 99-42 and Acknowledging the City Council's Resumption of Economic Development Responsibilities in the City of Mission Viejo.

On roll call, said motion carried by the following vote:

AYES: Kelley, MacLean, Ledesma, Reavis
NOES: Ury
ABSENT: None

NEW BUSINESS

MAYOR'S, COMMISSION, AND COMMITTEE REPORTS

16. Orange County Fire Authority (OCFA) Report (0410-40)

Received the report from Council Member Kelley.

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Karen Hamman, City Clerk



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

CHECK REGISTER DATED JANUARY 5, 2007, IN THE AMOUNT OF \$1,103,702.59

Recommended Action

Ratify the accompanying check register.

Executive Summary

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting. Demands for payment of those invoices which do not conform to an approved budget will be presented to the City Council for approval, prior to payment, on a Preliminary Check Register.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

Previous Relevant Council Actions for This Item

October 22, 1990 – Approved Council policy 300-4
February 2, 2004 – Approved the revision of Council policy 300-4

Attachments

Exhibit

Fiscal Impact:

Amount Requested \$
Sufficient Budgeted Funds Available?: Yes ___ No ___ (If no, see attached fiscal analysis)
Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager

City of Mission Viejo
Check Register
Week Ending 01/05/07

Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222116	01/05/2007	1589	AAA AWARDS & MONOGRAMMING			
39915	12/05/2006		(1) Gavel Plaque:Community Srv	58.13	0.00	58.13
39915	12/05/2006		(1) Gavel Plaque:IAC Comm	58.13	0.00	58.13
39915	12/05/2006		(1) Gavel Plaque:Planning Comm	58.13	0.00	58.13
39917	12/07/2006		(4) Name Tags:Library	43.10	0.00	43.10
			Check # 00222116 Total:	217.49	0.00	217.49
00222117	01/05/2007	5846	ADDCO INC.			
186913	12/12/2006	070093	12/8 Rpr Message Board	3,617.72	0.00	3,617.72
			Check # 00222117 Total:	3,617.72	0.00	3,617.72
00222118	01/05/2007	3795	AFFORDABLE ALTERNATIVES INC.			
634510	12/11/2006		Functional Suppl:Library	74.75	0.00	74.75
			Check # 00222118 Total:	74.75	0.00	74.75
00222119	01/05/2007	TEMP7418	ALLEN, CATHY J.			
C066595	01/02/2007		Rec #C066595 Refund Deposit	100.00	0.00	100.00
			Check # 00222119 Total:	100.00	0.00	100.00
00222120	01/05/2007	1323	AMERICAN PLANNING ASSOCIATION			
134836-061203	12/08/2006		YE 3/08 Member Dues:T Martin	240.00	0.00	240.00
			Check # 00222120 Total:	240.00	0.00	240.00
00222121	01/05/2007	4951	AMERINATIONAL COMMUNITY SERVIC			
111306	11/13/2006		Home Rprs:Housing Rehab	20,000.00	0.00	20,000.00
			Check # 00222121 Total:	20,000.00	0.00	20,000.00
00222122	01/05/2007	4951	AMERINATIONAL COMMUNITY SERVIC			
120406	12/04/2006		Home Rprs:Housing Rehab	20,000.00	0.00	20,000.00
			Check # 00222122 Total:	20,000.00	0.00	20,000.00
00222123	01/05/2007	4951	AMERINATIONAL COMMUNITY SERVIC			
77230	11/22/2006	070168	Loan Fees:Hsing Rehab	490.00	0.00	490.00
			Check # 00222123 Total:	490.00	0.00	490.00
00222124	01/05/2007	4951	AMERINATIONAL COMMUNITY SERVIC			
77249	12/13/2006	070168	Loan Fees:Hsing Rehab	490.00	0.00	490.00
			Check # 00222124 Total:	490.00	0.00	490.00

City of Mission Viejo
Check Register
Week Ending 01/05/07

Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222125	01/05/2007	4028	ANIMAL HEALTH & SANITARY SUPPL			
10184	12/19/2006		Dec Shelter Supplies	259.45	0.00	259.45
			Check # 00222125 Total:	259.45	0.00	259.45
00222126	01/05/2007	5646	ANIMAL MEDICAL CENTER & SPAY/N			
20334	12/04/2006		Dec Veterinary Svcs	95.00	0.00	95.00
20337	12/04/2006		Dec Veterinary Svcs	31.50	0.00	31.50
20339	12/04/2006		Dec Veterinary Svcs	40.00	0.00	40.00
20341	12/04/2006		Dec Veterinary Svcs	40.00	0.00	40.00
20343	12/04/2006		Dec Veterinary Svcs	57.75	0.00	57.75
20401	12/06/2006		Dec Veterinary Svcs	53.66	0.00	53.66
20457	12/09/2006		Dec Veterinary Svcs	41.59	0.00	41.59
20492	12/12/2006		Dec Veterinary Svcs	41.25	0.00	41.25
20493	12/12/2006		Dec Veterinary Svcs	80.25	0.00	80.25
20496	12/12/2006		Dec Veterinary Svcs	72.38	0.00	72.38
			Check # 00222126 Total:	553.38	0.00	553.38
00222127	01/05/2007	TEMP6447	AQUA SCAPES POOLS & SPAS INC			
88711	01/02/2007		Rec #88711 Refund Bond	500.00	0.00	500.00
			Check # 00222127 Total:	500.00	0.00	500.00
00222128	01/05/2007	1685	BAITOO, HILDA			
014	12/20/2006	050258	8/24-11/15 Prof Svc:Rec Svcs	580.00	0.00	580.00
			Check # 00222128 Total:	580.00	0.00	580.00
00222131	01/05/2007	5502	BAKER & TAYLOR INC.			
0001548380	12/06/2006	070041	Credit:Returned Library Books	-42.80	0.00	-42.80
4005774742	08/24/2006	070041	Assorted Library Books	606.90	0.00	606.90
4006002652	11/28/2006	070041	Assorted Library Books	110.80	0.00	110.80
4006004493	11/29/2006	070041	Assorted Library Books	38.93	0.00	38.93
4006007037	11/29/2006	070041	Assorted Library Books	23.11	0.00	23.11
4006009773	11/30/2006	070041	Assorted Library Books	13.81	0.00	13.81
4006010063	11/28/2006	070041	Assorted Library Books	99.86	0.00	99.86
4006013071	11/28/2006	070041	Assorted Library Books	1,457.44	0.00	1,457.44
4006014637	11/30/2006	070041	Assorted Library Books	858.93	0.00	858.93
4006014705	11/28/2006	070041	Assorted Library Books	291.99	0.00	291.99
4006015871	12/02/2006	070041	Assorted Library Books	470.08	0.00	470.08
4006017729	10/06/2006	070041	Assorted Library Books	62.77	0.00	62.77
4006018049	12/13/2006	070041	Assorted Library Books	1,009.73	0.00	1,009.73
4006020598	12/12/2006	070041	Assorted Library Books	58.61	0.00	58.61
4006025264	12/12/2006	070041	Assorted Library Books	14.83	0.00	14.83
4006025283	12/12/2006	070041	Assorted Library Books	13.43	0.00	13.43

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
4006029060	12/12/2006	070041	Assorted Library Books	57.51	0.00	57.51
4006036746	12/12/2006	070041	Assorted Library Books	39.41	0.00	39.41
4006036767	12/12/2006	070041	Assorted Library Books	34.76	0.00	34.76
4006038056	12/12/2006	070041	Assorted Library Books	74.27	0.00	74.27
4006039147	12/12/2006	070041	Assorted Library Books	281.31	0.00	281.31
4006039204	12/12/2006	070041	Assorted Library Books	14.73	0.00	14.73
4006041355	12/12/2006	070041	Assorted Library Books	463.73	0.00	463.73
4006049877	11/17/2006	070041	Assorted Library Books	112.57	0.00	112.57
4006061192	12/12/2006	070041	Assorted Library Books	760.28	0.00	760.28
4006062375	11/30/2006	070041	Assorted Library Books	535.52	0.00	535.52
4006064591	11/16/2006	070041	Assorted Library Books	112.54	0.00	112.54
4006072839	11/27/2006	070041	Assorted Library Books	115.72	0.00	115.72
4006114563	11/17/2006	070041	Assorted Library Books	5.06	0.00	5.06
Check # 00222131 Total:				7,695.83	0.00	7,695.83
00222132	01/05/2007	TEMP8441	BALSZ, MATTHEW JAMES			
88828	01/02/2007		Rec #88828 Refund Deposit	750.00	0.00	750.00
Check # 00222132 Total:				750.00	0.00	750.00
00222133	01/05/2007	4606	BANK OF NEW YORK TRUST CO N.A.			
121506	12/15/2006		Semi-Annual Lease Payment	74,094.82	0.00	74,094.82
Check # 00222133 Total:				74,094.82	0.00	74,094.82
00222134	01/05/2007	E2388	BELL, STEVE			
121406	12/14/2006		12/14 Postage Stamps Reimb	31.20	0.00	31.20
Check # 00222134 Total:				31.20	0.00	31.20
00222135	01/05/2007	5503	BENNETT, PATRICIA S.			
121906	12/22/2006		12/19 Community Srvc Stipend	50.00	0.00	50.00
Check # 00222135 Total:				50.00	0.00	50.00
00222136	01/05/2007	E3418	BLAIR, THEA Q.			
010207	01/02/2007		10/4-10/6 Conf Exp Reimb	601.12	0.00	601.12
Check # 00222136 Total:				601.12	0.00	601.12
00222137	01/05/2007	4587	BOUR, PEGGY			
122906	01/02/2007		2WE 12/29 Aerobics Fee	252.00	0.00	252.00
Check # 00222137 Total:				252.00	0.00	252.00
00222138	01/05/2007	6219	BOWMAN, ROSA E.			
122906	01/02/2007		2WE 12/29 Aerobics Fee	140.00	0.00	140.00

City of Mission Viejo
Check Register
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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
			Check # 00222138 Total:	140.00	0.00	140.00
00222139	01/05/2007	5447	BOYCE, ANNA T.			
121906	12/22/2006		12/19 Community Srvc Stipend	50.00	0.00	50.00
			Check # 00222139 Total:	50.00	0.00	50.00
00222140	01/05/2007	4489	BRANHAM, MEL			
C066738	12/20/2006		12/20 Line Dance Inst	14.00	0.00	14.00
C066746	12/27/2006		12/27 Line Dance Inst	22.00	0.00	22.00
C066747	12/27/2006		12/27 Line Dance Inst	8.40	0.00	8.40
C066779	01/03/2007		1/3 Line Dance Inst	22.00	0.00	22.00
C066780	01/03/2007		1/3 Line Dance Inst	22.00	0.00	22.00
C066781	01/03/2007		1/3 Line Dance Inst	22.40	0.00	22.40
			Check # 00222140 Total:	110.80	0.00	110.80
00222141	01/05/2007	6304	BRIZZI, ELSA			
122906	01/02/2007		2WE 12/29 Aerobics Fee	35.00	0.00	35.00
			Check # 00222141 Total:	35.00	0.00	35.00
00222142	01/05/2007	3727	BRODART COMPANY			
731410	12/18/2006		Functional Suppl:Library	12.72	0.00	12.72
			Check # 00222142 Total:	12.72	0.00	12.72
00222144	01/05/2007	1714	C & D ELECTRIC			
26088	12/14/2006	070028	11/27 Lighting Rprs:World Cup	183.60	0.00	183.60
26184	12/04/2006	070028	12/4 Electrical Rprs:VistaLago	86.16	0.00	86.16
26185	12/12/2006	070028	12/12 Lighting Rprs:Melinda Pk	92.43	0.00	92.43
26186	12/12/2006	070028	12/12 Lighting Rprs:Library	216.10	0.00	216.10
26204	12/08/2006	070028	12/8 Park Rpr/Maint:LindaVista	45.90	0.00	45.90
26209A	12/13/2006	070028	12/13 Rpr Xmas Lights:Var Loc	334.12	0.00	334.12
26782A	12/14/2006	070028	11/30 Lighting Rpr:Coronado Pk	156.98	0.00	156.98
26788A	12/05/2006	070028	12/5 Lighting Rprs:Libr/CH	171.22	0.00	171.22
26790	12/06/2006	070028	12/6 Fountain Light Rpr:CH/Lib	53.55	0.00	53.55
27342	12/14/2006	070028	11/29 Lighting Rprs:World Cup	1,064.95	0.00	1,064.95
27343	12/14/2006	070028	11/27 Lighting Rprs:Libr/CH	427.16	0.00	427.16
27347	12/11/2006	070028	12/11 Lighting Rpr:Jeronimo Qd	136.61	0.00	136.61
27377	12/04/2006	070028	12/4 Lighting Rprs:Linda Vista	45.90	0.00	45.90
27377A	12/11/2006	070028	12/11 Lighting Rprs:LindaVista	95.92	0.00	95.92
27380A	12/08/2006	070028	12/8 Lighting Rprs:Olympiad Pk	443.72	0.00	443.72
27389	12/05/2006	070028	12/5 Lighting Rprs:LaPaz/Marg	1,246.66	0.00	1,246.66
27417	12/13/2006	070028	12/13 Lighting Rprs:CV ES	66.62	0.00	66.62

City of Mission Viejo
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Check # Invoice #	Ck Date Inv Date	PE-ID PO #	Vendor Name Description	Gross	Discount	Net
			Check # 00222144 Total:	4,867.60	0.00	4,867.60
00222145	01/05/2007	6216	CALIFA GROUP			
1905	11/21/2006	070239	YE 12/07 Proquest Subsc:LATime	4,338.00	0.00	4,338.00
			Check # 00222145 Total:	4,338.00	0.00	4,338.00
00222146	01/05/2007	6424	CALIFORNIA CENTERS MAGAZINE IN			
122006	12/20/2006		(1) Yr Subsc:Econ Dev	195.00	0.00	195.00
			Check # 00222146 Total:	195.00	0.00	195.00
00222147	01/05/2007	6411	CALIFORNIA COMMERCIAL POOLS IN			
1-0617	11/15/2006	070257	PE 11/30 Sierra Rec Ctr Renov	152,000.00	0.00	152,000.00
1-0617R	11/15/2006		Retention Payable:CIP 984	-15,200.00	0.00	-15,200.00
			Check # 00222147 Total:	136,800.00	0.00	136,800.00
00222148	01/05/2007	4240	CALIFORNIA LAND SURVEYORS ASSO			
4280*07	12/21/2006		'07 Member Dues:R Schlesinger	79.50	0.00	79.50
			Check # 00222148 Total:	79.50	0.00	79.50
00222149	01/05/2007	TEMP7479	CALIFORNIA SPAS INC.			
89208	01/02/2007		Rec #89208 Refund Bond	500.00	0.00	500.00
			Check # 00222149 Total:	500.00	0.00	500.00
00222150	01/05/2007	5226	CALIFORNIA WEATHER PROOFING			
90401	01/02/2007		Rec #90401 Refund Deposit	500.00	0.00	500.00
90849	01/02/2007		Rec #90849 Refund Deposit	500.00	0.00	500.00
			Check # 00222150 Total:	1,000.00	0.00	1,000.00
00222151	01/05/2007	6335	CARTER, JEE			
122906	01/02/2007		2WE 12/29 Aerobics Fee	140.25	0.00	140.25
			Check # 00222151 Total:	140.25	0.00	140.25
00222152	01/05/2007	1396	CHARLES ABBOTT ASSOCIATES INC.			
44750	11/03/2006	070249	ME 10/31 Prof Srvc:Trans Srvc	6,451.50	0.00	6,451.50
44799	12/06/2006	070249	ME 11/30 Prof Srvc:Trans Srvc	6,394.00	0.00	6,394.00
			Check # 00222152 Total:	12,845.50	0.00	12,845.50
00222153	01/05/2007	TEMP8734	CHOCHREK, MICHAEL			
90756	01/02/2007		Rec #90756 Refund Deposit	750.00	0.00	750.00

City of Mission Viejo
Check Register
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Check # Invoice #	Ck Date Inv Date	PE-ID PO #	Vendor Name Description	Gross	Discount	Net
			Check # 00222153 Total:	750.00	0.00	750.00
00222154	01/05/2007	TEMP8779	CONNOLLY, KAY			
L17775	12/16/2006		Lost Book Refund	24.95	0.00	24.95
			Check # 00222154 Total:	24.95	0.00	24.95
00222155	01/05/2007	71	CONSOLIDATED REPROGRAPHICS INC			
429269	12/14/2006		Outside Printing:City Records	58.77	0.00	58.77
			Check # 00222155 Total:	58.77	0.00	58.77
00222156	01/05/2007	5265	CONSOLIDATED SEED & PET INC.			
55818	12/19/2006		Dec Shelter Supplies	629.60	0.00	629.60
			Check # 00222156 Total:	629.60	0.00	629.60
00222157	01/05/2007	E2880	CORLETT, SHERI			
123106	12/31/2006		6ME 12/31 Mileage Exp Reimb	166.01	0.00	166.01
			Check # 00222157 Total:	166.01	0.00	166.01
00222158	01/05/2007	2490	COUNTY OF ORANGE			
113006	12/21/2006		Nov Construct Fund/State Fixit	1,761.69	0.00	1,761.69
			Check # 00222158 Total:	1,761.69	0.00	1,761.69
00222159	01/05/2007	TEMP3908	COVER RIGHT ROOFING			
90809	01/02/2007		Rec #90809 Refund Deposit	500.00	0.00	500.00
90903	01/02/2007		Rec #90903 Refund Deposit	500.00	0.00	500.00
			Check # 00222159 Total:	1,000.00	0.00	1,000.00
00222160	01/05/2007	5710	CSAC EXCESS INSURANCE AUTHORIT			
010107	01/01/2007		Jan LTD/STD Insur Premium	4,630.39	0.00	4,630.39
010107	01/01/2007		Jan Life Insur Premium	1,922.66	0.00	1,922.66
			Check # 00222160 Total:	6,553.05	0.00	6,553.05
00222161	01/05/2007	TEMP8587	CUSTOM BUILDERS AND DESIGN			
89774	01/02/2007		Rec #89774 Refund Deposit	750.00	0.00	750.00
			Check # 00222161 Total:	750.00	0.00	750.00
00222162	01/05/2007	3970	CUSTOMERS OF DYNIX INC.			
121906	12/19/2006		'07 Membership Dues:T Blair	75.00	0.00	75.00
			Check # 00222162 Total:	75.00	0.00	75.00

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222163	01/05/2007	TEMP8780	D & D CONSTRUCTION COMPANY			
90758	11/13/2006		Rec #90758 Permit Cancelled	173.60	0.00	173.60
			Check # 00222163 Total:	173.60	0.00	173.60
00222164	01/05/2007	3787	DATA TICKET INC.			
19483	12/09/2006		Nov Parking Citations Process	716.95	0.00	716.95
			Check # 00222164 Total:	716.95	0.00	716.95
00222165	01/05/2007	5729	DAVIS, CANDIS			
C066750	12/28/2006		12/28 Ballroom Dance Inst	16.00	0.00	16.00
			Check # 00222165 Total:	16.00	0.00	16.00
00222166	01/05/2007	5984	DESTINO, ROBERT E.			
C066734	12/18/2006		12/18 Duplicate Bridge Inst	201.60	0.00	201.60
			Check # 00222166 Total:	201.60	0.00	201.60
00222167	01/05/2007	423	DIEHL EVANS & COMPANY LLP			
1018397	11/30/2006	070071	YE 6/06 Audit City Finan Stmt	1,455.00	0.00	1,455.00
			Check # 00222167 Total:	1,455.00	0.00	1,455.00
00222168	01/05/2007	2461	DOGGIE WALK BAGS INC.			
200611069	11/07/2006		(2) Double Cs Dog Walk Bags	474.10	0.00	474.10
200612196	12/19/2006		(2) Double Cs Dog Walk Bags	474.10	0.00	474.10
			Check # 00222168 Total:	948.20	0.00	948.20
00222169	01/05/2007	5822	DONCHEY, MICHAEL B.			
121906	12/21/2006		ME 12/19 Tennis Commission	8,840.93	0.00	8,840.93
			Check # 00222169 Total:	8,840.93	0.00	8,840.93
00222170	01/05/2007	5571	ECONOLITE TRAFFIC ENGINEERING			
I001136	10/31/2006	070069	Oct Traffic Signal Maint	3,300.00	0.00	3,300.00
			Check # 00222170 Total:	3,300.00	0.00	3,300.00
00222171	01/05/2007	3255	ERIC WINTER			
3363	11/03/2006	070115	2WE 11/3 MVT Administration	945.00	0.00	945.00
3366	12/15/2006	070115	2WE 12/15 MVT Administration	850.50	0.00	850.50
			Check # 00222171 Total:	1,795.50	0.00	1,795.50

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222172	01/05/2007	270	FEDERAL EXPRESS CORP			
8-568-71949	12/08/2006		Express Mail:A Hutter	30.63	0.00	30.63
8-568-71949	12/08/2006		Express Mail:P Catsimanes	22.90	0.00	22.90
			Check # 00222172 Total:	53.53	0.00	53.53
00222173	01/05/2007	E3528	FERRALL, MICHAEL			
121906	12/22/2006		12/19 Community Srvc Stipend	50.00	0.00	50.00
			Check # 00222173 Total:	50.00	0.00	50.00
00222174	01/05/2007	5234	FITNESS FIRST			
54548A	12/08/2006		(3) Dumbbells:Montanoso	62.18	0.00	62.18
			Check # 00222174 Total:	62.18	0.00	62.18
00222175	01/05/2007	TEMP4383	FLAGSHIP BUILDERS			
89349	01/02/2007		Rec #89349 Refund Deposit	750.00	0.00	750.00
			Check # 00222175 Total:	750.00	0.00	750.00
00222176	01/05/2007	3985	FOODCRAFT INC.			
273444	12/11/2006	070002	Dec Coffee/Kitchen Supplies	194.47	0.00	194.47
273445	12/11/2006	070002	Dec Coffee/Kitchen Supplies	82.52	0.00	82.52
273446	12/11/2006		Dec Coffee/Kitchen Suppl:Libr	83.15	0.00	83.15
			Check # 00222176 Total:	360.14	0.00	360.14
00222177	01/05/2007	4709	FOX, MARGARET KELLY			
122906	01/02/2007		2WE 12/29 Aerobics Fee	428.75	0.00	428.75
			Check # 00222177 Total:	428.75	0.00	428.75
00222178	01/05/2007	6245	FREEMAN, JANET N.			
122906	01/02/2007		2WE 12/29 Aerobics Fee	70.00	0.00	70.00
			Check # 00222178 Total:	70.00	0.00	70.00
00222179	01/05/2007	4894	GALAZ, SUZY			
122906	01/02/2007		2WE 12/29 Aerobics Fee	136.00	0.00	136.00
			Check # 00222179 Total:	136.00	0.00	136.00
00222180	01/05/2007	TEMP6002	GATUS, CARLOS E.			
90654	01/02/2007		Rec #90654 Refund Deposit	750.00	0.00	750.00
			Check # 00222180 Total:	750.00	0.00	750.00

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222181	01/05/2007	3793	GAYLORD BROS			
960499	11/07/2006		(2) Circ Desk Stanchions:Libr	495.30	0.00	495.30
973663	12/15/2006		Functional Suppl:Library	47.04	0.00	47.04
			Check # 00222181 Total:	542.34	0.00	542.34
00222182	01/05/2007	175	GOVERNMENT FINANCE OFFICERS AS			
0013515S*07	12/01/2006		YE 1/08 GASB Subscription Plan	175.00	0.00	175.00
			Check # 00222182 Total:	175.00	0.00	175.00
00222183	01/05/2007	4588	GRIFFITH, GINGER			
122906	01/02/2007		2WE 12/29 Aerobics Fee	192.00	0.00	192.00
			Check # 00222183 Total:	192.00	0.00	192.00
00222184	01/05/2007	E3412	GRUNER, BRIAN			
123106	12/31/2006		3ME 12/31 Mileage Exp Reimb	242.19	0.00	242.19
			Check # 00222184 Total:	242.19	0.00	242.19
00222185	01/05/2007	TEMP8303	H.S.T.			
87770	01/02/2007		Rec #87770 Refund Bond	500.00	0.00	500.00
87770	01/02/2007		Rec #87770 Refund Deposit	750.00	0.00	750.00
			Check # 00222185 Total:	1,250.00	0.00	1,250.00
00222186	01/05/2007	5189	HALE, JUDI			
122906	01/02/2007		2WE 12/29 Aerobics Fee	136.00	0.00	136.00
			Check # 00222186 Total:	136.00	0.00	136.00
00222187	01/05/2007	2906	HARNETT, JASON			
121906	12/21/2006		ME 12/19 Tennis Commission	4,957.39	0.00	4,957.39
			Check # 00222187 Total:	4,957.39	0.00	4,957.39
00222188	01/05/2007	TEMP1967	HARRISON, TERRY			
90791	01/02/2007		Rec #90791 Refund Deposit	500.00	0.00	500.00
			Check # 00222188 Total:	500.00	0.00	500.00
00222189	01/05/2007	E3516	HEER, GLORIA			
121906	12/22/2006		12/19 Community Svc Stipend	50.00	0.00	50.00
			Check # 00222189 Total:	50.00	0.00	50.00

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222190	01/05/2007	TEMP8737	HERMAN'S ROOFING			
90780	01/02/2007		Rec #90780 Refund Deposit	1,000.00	0.00	1,000.00
			Check # 00222190 Total:	1,000.00	0.00	1,000.00
00222191	01/05/2007	6148	HILDA'S DESIGN			
002*070211	12/20/2006	070211	8/17-12/1 Prof Srvcs:Rec Srvcs	4,650.00	0.00	4,650.00
006	11/30/2006	070245	Winter Leisure Time Design	2,200.00	0.00	2,200.00
007*070245	12/20/2006	070245	Add'l Winter Leisure Time Srvc	600.00	0.00	600.00
			Check # 00222191 Total:	7,450.00	0.00	7,450.00
00222192	01/05/2007	1075	HINDERLITER DELLAMAS & ASSOC			
0012297-IN	11/08/2006	070085	QE 12/31 Sales Tax Audit	1,200.00	0.00	1,200.00
			Check # 00222192 Total:	1,200.00	0.00	1,200.00
00222193	01/05/2007	6062	HODSON, JACQUELINE D.			
C066726	12/13/2006		12/13 Creative Cards Inst	4.80	0.00	4.80
C066782	01/03/2007		1/3 Creative Cards Inst	9.60	0.00	9.60
			Check # 00222193 Total:	14.40	0.00	14.40
00222196	01/05/2007	75	HYDRO-SCAPE PRODUCTS INC.			
04752856-00	12/07/2006	070010	Dec Landscape/Irrig Supplies	291.26	5.83	285.43
04752856-01	12/13/2006	070010	Dec Landscape/Irrig Supplies	350.19	7.00	343.19
04756993-00	12/12/2006	070010	Dec Landscape/Irrig Supplies	37.06	0.74	36.32
04756993-01	12/12/2006	070010	Dec Landscape/Irrig Supplies	78.49	1.57	76.92
04756993-02	12/12/2006	070010	Dec Landscape/Irrig Supplies	336.13	6.72	329.41
04757251-01	12/11/2006	070010	Dec Landscape/Irrig Supplies	596.70	11.93	584.77
04760310-00	12/07/2006	070010	Dec Landscape/Irrig Supplies	256.43	5.13	251.30
04761273-00	12/07/2006	070010	Dec Landscape/Irrig Supplies	202.95	4.06	198.89
04762745-00	12/12/2006	070010	Dec Landscape/Irrig Supplies	5,784.86	115.70	5,669.16
04762745-01	12/12/2006	070010	Dec Landscape/Irrig Supplies	144.21	2.88	141.33
04762745-02	12/12/2006	070010	Dec Landscape/Irrig Supplies	246.75	4.94	241.81
04762745-03	12/12/2006	070010	Dec Landscape/Irrig Supplies	697.49	13.95	683.54
04762745-04	12/12/2006	070010	Dec Landscape/Irrig Supplies	575.93	11.52	564.41
04762745-05	12/14/2006	070010	Dec Landscape/Irrig Supplies	46.16	0.92	45.24
04762745-06	12/14/2006	070010	Dec Landscape/Irrig Supplies	121.99	2.44	119.55
04762745-08	12/14/2006	070010	Dec Landscape/Irrig Supplies	42.85	0.86	41.99
04762745-09	12/14/2006	070010	Dec Landscape/Irrig Supplies	2,995.31	59.91	2,935.40
04767085-00	12/12/2006	070010	Dec Landscape/Irrig Supplies	128.85	2.58	126.27
04767513-00	12/12/2006	070010	Dec Landscape/Irrig Supplies	416.50	8.33	408.17
04768317-00	12/13/2006	070010	Dec Landscape/Irrig Supplies	79.48	1.59	77.89
04768533-00	12/13/2006	070010	Dec Landscape/Irrig Supplies	156.59	3.13	153.46
04768660-00	12/13/2006	070010	Dec Landscape/Irrig Supplies	293.04	5.86	287.18

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
04770694-00	12/14/2006	070010	Dec Landscape/Irrig Supplies	1,380.82	27.62	1,353.20
04771012-00	12/14/2006	070010	Dec Landscape/Irrig Supplies	67.88	1.36	66.52
04771294-00	12/14/2006	070010	Dec Landscape/Irrig Supplies	149.44	2.99	146.45
Check # 00222196 Total:				15,477.36	309.56	15,167.80
00222199	01/05/2007	3696	INGRAM LIBRARY SERVICES INC.			
15413240	11/20/2006	070042	Assorted Library Books	474.80	0.00	474.80
15413241	11/20/2006	070042	Assorted Library Books	11.31	0.00	11.31
15413242	11/20/2006	070042	Assorted Library Books	8.72	0.00	8.72
15413243	11/20/2006	070042	Assorted Library Books	17.70	0.00	17.70
15413244	11/20/2006	070042	Assorted Library Books	70.78	0.00	70.78
15457994	11/21/2006	070042	Assorted Library Books	17.03	0.00	17.03
15457995	11/21/2006	070042	Assorted Library Books	20.45	0.00	20.45
1547996	11/21/2006	070042	Assorted Library Books	462.46	0.00	462.46
15532250	11/26/2006	070042	Assorted Library Books	27.91	0.00	27.91
15594950	11/28/2006	070042	Assorted Library Books	23.51	0.00	23.51
15594951	11/28/2006	070042	Assorted Library Books	11.96	0.00	11.96
15594952	11/28/2006	070042	Assorted Library Books	25.46	0.00	25.46
15594953	11/28/2006	070042	Assorted Library Books	13.44	0.00	13.44
15594954	11/28/2006	070042	Assorted Library Books	15.93	0.00	15.93
15669980	11/30/2006	070042	Assorted Library Books	52.16	0.00	52.16
15669981	11/30/2006	070042	Assorted Library Books	37.03	0.00	37.03
15669982	11/30/2006	070042	Assorted Library Books	356.31	0.00	356.31
15669983	11/30/2006	070042	Assorted Library Books	20.05	0.00	20.05
15700961	12/01/2006	070042	Assorted Library Books	83.79	0.00	83.79
15934668	12/11/2006	070042	Assorted Library Books	34.89	0.00	34.89
15934669	12/11/2006	070042	Assorted Library Books	11.98	0.00	11.98
15934672	12/11/2006	070042	Assorted Library Books	162.75	0.00	162.75
16025699	12/13/2006	070042	Assorted Library Books	23.18	0.00	23.18
16025700	12/13/2006	070042	Assorted Library Books	93.65	0.00	93.65
16025701	12/13/2006	070042	Assorted Library Books	742.86	0.00	742.86
16025702	12/13/2006	070042	Assorted Library Books	15.16	0.00	15.16
16025703	12/13/2006	070042	Assorted Library Books	87.37	0.00	87.37
Check # 00222199 Total:				2,922.64	0.00	2,922.64
00222200	01/05/2007	1752	INTEGRATED SIGN ASSOCIATES			
90271	01/02/2007		Rec #90271 Refund Bond	300.00	0.00	300.00
Check # 00222200 Total:				300.00	0.00	300.00
00222201	01/05/2007	4658	ITERIS INC.			
300658	12/15/2006	050182	ME 11/24 ITS Integration	151,812.00	0.00	151,812.00
Check # 00222201 Total:				151,812.00	0.00	151,812.00

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Check # Invoice #	Ck Date Inv Date	PE-ID PO #	Vendor Name Description	Gross	Discount	Net
00222202	01/05/2007	5042	JAMES D. MICKARTZ INC			
0516.01	12/05/2006	070173	4ME 11/15 Shelter Remodel	8,695.81	0.00	8,695.81
			Check # 00222202 Total:	8,695.81	0.00	8,695.81
00222203	01/05/2007	1929	JAMEY CLARK INC			
633832	12/14/2006	070011	Dec Park Rpr/Maint:Melinda	150.00	0.00	150.00
633833	12/14/2006	070011	Dec Park Rpr/Maint:Seville	175.00	0.00	175.00
633834	12/18/2006	070011	Dec Park Rpr/Maint:Various Loc	1,028.19	0.00	1,028.19
633835	12/18/2006	070011	Dec Park Rpr/Maint:Various Loc	81.00	0.00	81.00
633836	12/18/2006	070011	Dec Park Rpr/Maint:Alicia	1,776.62	0.00	1,776.62
633837	12/18/2006	070011	Dec Park Rpr/Maint:Pavion	64.33	0.00	64.33
633838	12/18/2006	070011	Dec Rpr/Maint:Oso Trail	689.73	0.00	689.73
633839	12/18/2006	070011	Dec Park Rpr/Maint:Various Loc	612.79	0.00	612.79
633841	12/18/2006	070011	Dec Park Rpr/Maint:Pac Hills	772.01	0.00	772.01
			Check # 00222203 Total:	5,349.67	0.00	5,349.67
00222204	01/05/2007	TEMP7610	JMAC INTERNATIONAL INC			
90137	01/02/2007		Rec #90137 Refund Deposit	500.00	0.00	500.00
			Check # 00222204 Total:	500.00	0.00	500.00
00222205	01/05/2007	6133	JOHN DEERE LANDSCAPES INC.			
11264059	12/15/2006	070013	Dec Landscape/Irrig Supplies	30.22	0.84	29.38
			Check # 00222205 Total:	30.22	0.84	29.38
00222206	01/05/2007	TEMP7544	JOHNSON, SCOTT			
90244	01/02/2007		Rec #90244 Refund Deposit	500.00	0.00	500.00
90684	01/02/2007		Rec #90684 Refund Deposit	500.00	0.00	500.00
90922	01/02/2007		Rec #90922 Refund Deposit	500.00	0.00	500.00
			Check # 00222206 Total:	1,500.00	0.00	1,500.00
00222207	01/05/2007	TEMP8723	JORDON ROOF COMPANY			
90687	01/02/2007		Rec #90687 Refund Deposit	500.00	0.00	500.00
			Check # 00222207 Total:	500.00	0.00	500.00
00222208	01/05/2007	TEMP7549	JUST RITE ROOFING			
90612	01/02/2007		Rec #90612 Refund Deposit	500.00	0.00	500.00
90811	01/02/2007		Rec #90811 Refund Deposit	500.00	0.00	500.00
			Check # 00222208 Total:	1,000.00	0.00	1,000.00
00222209	01/05/2007	TEMP7837	KDC CONSTRUCTION			

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
84950	01/02/2007		Rec #84950 Refund Deposit	500.00	0.00	500.00
			Check # 00222209 Total:	500.00	0.00	500.00
00222210	01/05/2007	E3487	KELLEY, TRISH			
122006	12/20/2006		11/21-12/4 Mileage Exp Reimb	4.81	0.00	4.81
			Check # 00222210 Total:	4.81	0.00	4.81
00222211	01/05/2007	TEMP8778	KIMSI DE SANCHEZ, MARIA G.			
L17415	12/13/2006		Lost Book Refund	14.99	0.00	14.99
			Check # 00222211 Total:	14.99	0.00	14.99
00222212	01/05/2007	6095	KITATANI, MAMI			
122906	01/02/2007		2WE 12/29 Aerobics Fee	136.00	0.00	136.00
			Check # 00222212 Total:	136.00	0.00	136.00
00222213	01/05/2007	4585	KLIEGL, DEB			
122906	01/02/2007		2WE 12/29 Aerobics Fee	35.00	0.00	35.00
			Check # 00222213 Total:	35.00	0.00	35.00
00222214	01/05/2007	E3543	KMIETIK, RENATA			
121506	12/15/2006		10/27 & 11/29 Mileage Exp Reimb	8.01	0.00	8.01
			Check # 00222214 Total:	8.01	0.00	8.01
00222215	01/05/2007	2327	KNORR SYSTEMS INC			
SI68517	10/19/2006		(2) Training Course Bks:RecCtr	136.00	0.00	136.00
SI68578	10/20/2006		10/19 Rpl Chlorine Pump:Mont	206.12	0.00	206.12
			Check # 00222215 Total:	342.12	0.00	342.12
00222216	01/05/2007	E3441	KROE, BARBARA			
120106	12/01/2006		WE 12/5 Mileage Exp Reimb	11.13	0.00	11.13
			Check # 00222216 Total:	11.13	0.00	11.13
00222217	01/05/2007	TEMP7835	KUSKIE, DAVID			
84888	01/02/2007		Rec #84888 Refund Bond	500.00	0.00	500.00
			Check # 00222217 Total:	500.00	0.00	500.00
00222218	01/05/2007	E0868	LAND, SHIRLEY			
121906	12/19/2006		12/7 Conf Exp Reimb	258.60	0.00	258.60
			Check # 00222218 Total:	258.60	0.00	258.60

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222219	01/05/2007	371	LEAGUE OF CALIFORNIA CITIES			
53763	12/12/2006		'07 Membership Dues	21,526.00	0.00	21,526.00
			Check # 00222219 Total:	21,526.00	0.00	21,526.00
00222220	01/05/2007	461	LEAGUE OF CALIFORNIA CITIES			
1021	12/06/2006		'07 CDR Demographic Srvc	2,338.00	0.00	2,338.00
			Check # 00222220 Total:	2,338.00	0.00	2,338.00
00222221	01/05/2007	4989	LINDY OFFICE PRODUCTS			
011Q0620	12/13/2006		Dec Kitchen Suppl:Montanoso	27.71	0.00	27.71
011Q0621	12/13/2006		Functional Suppl:Montanoso	14.02	0.00	14.02
011Q0787	12/13/2006		Dec Office Supplies	92.64	0.00	92.64
011Q0788	12/13/2006		Dec Office Supplies	11.57	0.00	11.57
			Check # 00222221 Total:	145.94	0.00	145.94
00222222	01/05/2007	E3523	LONSINGER, NEIL F.			
DEC 2006	12/21/2006		Dec Planning Comm Stipend	100.00	0.00	100.00
			Check # 00222222 Total:	100.00	0.00	100.00
00222223	01/05/2007	3049	LULLY, PHILIP			
121906	12/21/2006		ME 12/19 Tennis Commission	3,611.99	0.00	3,611.99
			Check # 00222223 Total:	3,611.99	0.00	3,611.99
00222224	01/05/2007	E3363	MAGINNIS, VALERIE L.			
121406	12/14/2006		Holiday Lunch Decoration Reimb	178.66	0.00	178.66
			Check # 00222224 Total:	178.66	0.00	178.66
00222225	01/05/2007	TEMP4979	MARCHICA, PETER A.			
88410	01/02/2007		Rec #88410 Refund Bond	500.00	0.00	500.00
			Check # 00222225 Total:	500.00	0.00	500.00
00222226	01/05/2007	5382	MARINA HILLS ANIMAL HOSPITAL I			
48155	12/02/2006		Dec Veterinary Srvc	119.39	0.00	119.39
48814	12/19/2006		Dec Veterinary Srvc	45.00	0.00	45.00
			Check # 00222226 Total:	164.39	0.00	164.39
00222227	01/05/2007	TEMP7929	MCCORMACK ROOFING			
90016	01/02/2007		Rec #90016 Refund Deposit	500.00	0.00	500.00

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Check #	Ck Date	PE-ID	Vendor Name		Gross	Discount	Net
Invoice #	Inv Date	PO #	Description				
			Check # 00222227 Total:		500.00	0.00	500.00
00222228	01/05/2007	3706	MISSION PARK PET HOSPITAL				
187249	12/20/2006		Dec Veterinary Svcs		85.00	0.00	85.00
			Check # 00222228 Total:		85.00	0.00	85.00
00222229	01/05/2007	E3533	MORTON, BRADLEY A.				
DEC 2006	12/21/2006		Dec Planning Comm Stipend		100.00	0.00	100.00
			Check # 00222229 Total:		100.00	0.00	100.00
00222230	01/05/2007	3614	MOUNT OF OLIVES LUTHERAN CHURC				
83790	01/02/2007		Rec #83790 Refund Deposit		1,000.00	0.00	1,000.00
			Check # 00222230 Total:		1,000.00	0.00	1,000.00
00222231	01/05/2007	E3410	NAVROTSKA-POFF, MARIE				
091406	12/16/2006		5/11 & 9/14 Mileage Exp Reimb		47.93	0.00	47.93
121606	12/16/2006		ME 12/5 Mileage Exp Reimb		36.43	0.00	36.43
			Check # 00222231 Total:		84.36	0.00	84.36
00222232	01/05/2007	6221	NIELSEN, MARIE E.				
122906	01/02/2007		2WE 12/29 Aerobics Fee		105.00	0.00	105.00
			Check # 00222232 Total:		105.00	0.00	105.00
00222233	01/05/2007	452	OCB REPROGRAPHICS INC.				
4515377	11/22/2006		Outside Printing:Unwrapped Toy		129.19	0.00	129.19
			Check # 00222233 Total:		129.19	0.00	129.19
00222234	01/05/2007	511	OFFICE DEPOT BUSINESS SERVICES				
364995495-001	12/16/2006		(4) Rls HP Coated Paper		240.45	0.00	240.45
364995495-001	12/16/2006		(4) Rls HP Plotter Paper		186.15	0.00	186.15
365017114-001	12/07/2006		Dec Office Supplies		200.47	0.00	200.47
366336275-001	12/14/2006		Dec Kitchen Suppl:Montanoso		66.04	0.00	66.04
366336275-001	12/14/2006		Dec Office Suppl:Montanoso		36.60	0.00	36.60
366356482-001	12/14/2006		(1) Calculator:Shelter		9.69	0.00	9.69
366356482-001	12/14/2006		(2) Cs Copier Paper:Shelter		67.86	0.00	67.86
366356482-001	12/14/2006		Dec Office Supplies:Shelter		94.65	0.00	94.65
366780619-001	12/14/2006		Dec Office Supplies		7.14	0.00	7.14
367635173-001	12/20/2006		Dec Office Supplies:Library		47.97	0.00	47.97
367635173-001	12/20/2006		Functional Suppl:Library		39.53	0.00	39.53
			Check # 00222234 Total:		996.55	0.00	996.55

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222235	01/05/2007	18	ORANGE COUNTY REGISTER, THE			
0008205231	11/30/2006		11/3 Public Ntc:PDP2006-163	73.92	0.00	73.92
0008205278	11/30/2006		11/3 Public Ntc:VAR2006-29	71.68	0.00	71.68
0008205297	11/30/2006		11/3 Public Ntc:CDBG	82.88	0.00	82.88
			Check # 00222235 Total:	228.48	0.00	228.48
00222236	01/05/2007	18	ORANGE COUNTY REGISTER, THE			
121506	12/15/2006	070251	12/15 Clean Street Program Ad	1,134.73	0.00	1,134.73
			Check # 00222236 Total:	1,134.73	0.00	1,134.73
00222237	01/05/2007	1103	ORANGE COUNTY TRANSPORTATION			
AR120992	11/29/2006		Oct Sr Meal Transport Program	600.22	0.00	600.22
			Check # 00222237 Total:	600.22	0.00	600.22
00222238	01/05/2007	TEMP3149	PARKS, MONICA			
C066674	12/19/2006		Refund:Unused PA Rental	5.00	0.00	5.00
			Check # 00222238 Total:	5.00	0.00	5.00
00222239	01/05/2007	6180	PAYMENT RESOURCE INTERNATIONAL			
0013399-IN	06/19/2006		Credit Card Paper:Library	80.57	0.00	80.57
			Check # 00222239 Total:	80.57	0.00	80.57
00222240	01/05/2007	3688	PUBLIC EMPLOYEES' RETIREMENT S			
H2007011476000	01/01/2007		Jan Medical Insur Premium	59,168.65	0.00	59,168.65
			Check # 00222240 Total:	59,168.65	0.00	59,168.65
00222241	01/05/2007	E3525	REID, TIM R.			
121906	12/22/2006		12/19 Community Srvc Stipend	50.00	0.00	50.00
			Check # 00222241 Total:	50.00	0.00	50.00
00222242	01/05/2007	6403	ROAD AMERICA INC.			
24283	12/18/2006		(16) City Seal Decals	766.78	0.00	766.78
			Check # 00222242 Total:	766.78	0.00	766.78
00222243	01/05/2007	4373	ROCKY MOUNTAIN SPORTS INC.			
442002-00	12/13/2006		Functional Suppl:Felipe	94.62	0.00	94.62
			Check # 00222243 Total:	94.62	0.00	94.62

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222244	01/05/2007	E3522	RUEF, RONALD			
121906	12/22/2006		12/19 Community Srvc Stipend	50.00	0.00	50.00
			Check # 00222244 Total:	50.00	0.00	50.00
00222245	01/05/2007	4678	S. PARKER ENGINEERING INC.			
PP#12H*070016	12/04/2006	070016	Nov Parking Lot Rprs:Library	2,550.00	0.00	2,550.00
			Check # 00222245 Total:	2,550.00	0.00	2,550.00
00222246	01/05/2007	E3546	SANDZIMIER, RICHARD			
DEC 2006	12/21/2006		Dec Planning Comm Stipend	100.00	0.00	100.00
			Check # 00222246 Total:	100.00	0.00	100.00
00222247	01/05/2007	14	SANTA MARGARITA WATER DISTRICT			
9520276885*D6	12/11/2006		ME 12/6 Water:Shelter	396.35	0.00	396.35
			Check # 00222247 Total:	396.35	0.00	396.35
00222248	01/05/2007	4583	SCHMITZ, VICTORIA LABOUFF			
122906	01/02/2007		2WE 12/29 Aerobics Fee	111.00	0.00	111.00
			Check # 00222248 Total:	111.00	0.00	111.00
00222249	01/05/2007	E3531	SCHWEINBERG, RICHARD N.			
DEC 2006	12/21/2006		Dec Planning Comm Stipend	100.00	0.00	100.00
			Check # 00222249 Total:	100.00	0.00	100.00
00222250	01/05/2007	6341	SECURTEC DISTRICT PATROL INC.			
1106-22P	12/11/2006	070127	11/13-11/17St Sweeping Monitor	5,400.00	0.00	5,400.00
1106-22P	12/11/2006	070127	11/6-11/10 St Sweeping Monitor	5,040.00	0.00	5,040.00
			Check # 00222250 Total:	10,440.00	0.00	10,440.00
00222251	01/05/2007	E3515	SHERRY MERRIFIELD CUSTODIAN PE			
121806	12/18/2006		2WE 12/18 Petty Cash Reimb	191.69	0.00	191.69
			Check # 00222251 Total:	191.69	0.00	191.69
00222252	01/05/2007	2815	SHINODA DESIGN CENTER INC.			
000819346	11/29/2006		Holiday Decorations:Library	995.58	0.00	995.58
			Check # 00222252 Total:	995.58	0.00	995.58
00222253	01/05/2007	TEMP5594	SHORELINE CONSTRUCTION			

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
89941	01/02/2007		Rec #89941 Refund Bond	500.00	0.00	500.00
			Check # 00222253 Total:	500.00	0.00	500.00
00222254	01/05/2007	TEMP6642	SILVER SPRINGS POOLS AND SPAS			
88528	01/02/2007		Rec #88528 Refund Bond	500.00	0.00	500.00
			Check # 00222254 Total:	500.00	0.00	500.00
00222255	01/05/2007	5438	SIRSIDYNIX CORPORATION			
INVIS00000010079	12/13/2006		(2) Library Mailers	209.04	0.00	209.04
			Check # 00222255 Total:	209.04	0.00	209.04
00222256	01/05/2007	4183	SOUTHERN CALIFORNIA EDISON			
2014161343*D6	12/15/2006		ME 12/12 Electric:Traff Signal	4,551.87	0.00	4,551.87
2028582138*D6	12/15/2006		ME 12/12 Electric:Marg Tenn	1,379.80	0.00	1,379.80
2219394491*D6	12/27/2006		ME 12/23 Electric:MOSS	211.70	0.00	211.70
2230140790*D6	12/16/2006		ME 12/15 Electric:Puerta deLuz	9.60	0.00	9.60
2232371138*D6	12/16/2006		ME 12/11 Electric:NPMCSC	1,898.08	0.00	1,898.08
2238670616*D6	12/21/2006		ME 12/19 Electric:MOSS	14.73	0.00	14.73
2253664536*D6	12/22/2006		ME 12/21 Electric:Parks	498.77	0.00	498.77
2257551093*D6	12/14/2006		ME 12/12 Electric:Traff Signal	73.82	0.00	73.82
2271506362*D6	12/29/2006		ME 12/27 Electric:MOSS	12.96	0.00	12.96
			Check # 00222256 Total:	8,651.33	0.00	8,651.33
00222257	01/05/2007	2229	SOUTHERN CALIFORNIA TENNIS ASS			
651700208*07	12/01/2006		YE 1/07 Sanction Fee:May Trn	40.00	0.00	40.00
			Check # 00222257 Total:	40.00	0.00	40.00
00222258	01/05/2007	2229	SOUTHERN CALIFORNIA TENNIS ASS			
651755107*07	12/01/2006		YE 1/07 Sanction Fee:Jr Trn	40.00	0.00	40.00
			Check # 00222258 Total:	40.00	0.00	40.00
00222259	01/05/2007	TEMP7675	STAND ALONE ENTERPRISES INC			
90898	01/02/2007		Rec #90898 Refund Deposit	500.00	0.00	500.00
			Check # 00222259 Total:	500.00	0.00	500.00
00222260	01/05/2007	3103	STANDARD & POOR'S			
30245588	11/01/2006	070240	(2) Vol Poor's Register:Libr	1,069.67	0.00	1,069.67
			Check # 00222260 Total:	1,069.67	0.00	1,069.67
00222261	01/05/2007	1726	STAPLES BUSINESS ADVANTAGE			

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
3078759174	12/16/2006		Dec Office Supplies:Library	211.24	0.00	211.24
3078759174	12/16/2006		Functional Suppl:Library	26.89	0.00	26.89
			Check # 00222261 Total:	238.13	0.00	238.13
00222262	01/05/2007	TEMP8566	THEIS, RICHARD			
89655	01/02/2007		Rec #89655 Refund Deposit	750.00	0.00	750.00
			Check # 00222262 Total:	750.00	0.00	750.00
00222263	01/05/2007	6218	THURN, DEBRA			
122906	01/02/2007		2WE 12/29 Aerobics Fee	40.00	0.00	40.00
			Check # 00222263 Total:	40.00	0.00	40.00
00222264	01/05/2007	1257	TOMARK SPORTS INC			
0434856-IN	12/12/2006		(3) Magntic Bases/Anchors:Prks	718.06	0.00	718.06
			Check # 00222264 Total:	718.06	0.00	718.06
00222265	01/05/2007	4774	TOWNSEND, LYNETTE			
122906	01/02/2007		2WE 12/29 Aerobics Fee	280.00	0.00	280.00
			Check # 00222265 Total:	280.00	0.00	280.00
00222266	01/05/2007	2042	UNITED WAY OF ORANGE COUNTY			
122906	01/03/2007		12/29 PR:Employee Contribution	548.48	0.00	548.48
			Check # 00222266 Total:	548.48	0.00	548.48
00222267	01/05/2007	1572	UTILITY ENTERPRISES INC.			
10584	12/01/2006	070037	Dec Monthly Maint:Rec Ctrs	13,260.00	0.00	13,260.00
10585	12/21/2006	070037	Dec Fac Rpr/Maint:Sierra	3,439.00	0.00	3,439.00
			Check # 00222267 Total:	16,699.00	0.00	16,699.00
00222268	01/05/2007	0740	VANDERGEEST LANDSCAPE CARE			
2986	12/15/2006	070035	Dec Landscape Maint:Area #1	83,177.78	0.00	83,177.78
2987	12/15/2006	070035	Dec Landscape Maint:Area #1	3,665.00	0.00	3,665.00
2988	12/15/2006	070035	Dec Landscape Maint:Area #1	7,862.25	0.00	7,862.25
2989	12/15/2006	070035	Dec Landscape Maint:Area #1	4,487.00	0.00	4,487.00
2990	12/15/2006	070035	Dec Landscape Maint:Area #1	58,965.00	0.00	58,965.00
			Check # 00222268 Total:	158,157.03	0.00	158,157.03
00222269	01/05/2007	2305	VCA ALISO VIEJO ANIMAL HOSPITA			
69446	12/18/2006		Dec Veterinary Srvc	115.31	0.00	115.31
69446A	12/18/2006		Dec Veterinary Srvc	142.63	0.00	142.63

**City of Mission Viejo
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Check # Invoice #	Ck Date Inv Date	PE-ID PO #	Vendor Name Description	Gross	Discount	Net
			Check # 00222269 Total:	257.94	0.00	257.94
00222270	01/05/2007	3122	VICTOR MEDICAL COMPANY			
1966964	12/29/2006		Dec Shelter Supplies	393.02	0.00	393.02
			Check # 00222270 Total:	393.02	0.00	393.02
00222271	01/05/2007	TEMP6499	VIDO, EDWARD			
89069	01/02/2007		Rec #89069 Refund Deposit	750.00	0.00	750.00
			Check # 00222271 Total:	750.00	0.00	750.00
00222272	01/05/2007	3846	VIOLE, DAWN			
122906	01/02/2007		2WE 12/29 Aerobics Fee	33.00	0.00	33.00
			Check # 00222272 Total:	33.00	0.00	33.00
00222273	01/05/2007	TEMP8718	WILLIAMS, LARRY			
90652	01/02/2007		Rec #90652 Refund Deposit	500.00	0.00	500.00
			Check # 00222273 Total:	500.00	0.00	500.00
00222274	01/05/2007	6249	WILLIAMS, PAMELA ANN			
122906	01/02/2007		2WE 12/29 Aerobics Fee	34.00	0.00	34.00
			Check # 00222274 Total:	34.00	0.00	34.00
00222275	01/05/2007	828	ZEE MEDICAL SERVICE CO.			
42149622	12/15/2006		First Aid Kit Suppl:City Hall	261.94	0.00	261.94
			Check # 00222275 Total:	261.94	0.00	261.94
TOTAL ALL ACCOUNTS PAYABLE CHECKS						<u>830,686.25</u>
01/05/07 PAYROLL, CK #'S 45938-45991 INCLUDES DIRECT DEPOSIT AND PAYROLL TAX DEPOSITS						<u>273,016.34</u>
GRAND TOTAL						<u>\$1,103,702.59</u>

I hereby certify and attest that the above listed demands are in accordance with the City's Budget, and, in accordance with Section 37202 of the Government Code, I certify and attest to the accuracy and availability of funds for the payment thereof.



Irwin B. Bornstein
Assistant City Manager/Director of Administrative Services



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

CHECK REGISTER DATED JANUARY 12, 2007, IN THE AMOUNT OF \$1,849,720.35

Recommended Action

Ratify the accompanying check register.

Executive Summary

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting. Demands for payment of those invoices which do not conform to an approved budget will be presented to the City Council for approval, prior to payment, on a Preliminary Check Register.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

Previous Relevant Council Actions for This Item

October 22, 1990 – Approved Council policy 300-4
February 2, 2004 – Approved the revision of Council policy 300-4

Attachments

Exhibit

Fiscal Impact:

Amount Requested \$
Sufficient Budgeted Funds Available?: Yes ___ No ___ (If no, see attached fiscal analysis)
Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager

City of Mission Viejo
Check Register
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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222276	01/12/2007	3925	A GOOD SIGN			
8202	12/15/2006		(1) HOA Map	206.88	0.00	206.88
Check # 00222276 Total:				206.88	0.00	206.88
00222279	01/12/2007	6065	A.C. LANDSCAPE INC.			
00012272	11/30/2006	070004	Nov Landscape/Irrig Supplies	768.00	0.00	768.00
00012273	12/01/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012276	12/04/2006	070004	Dec Landscape/Irrig Supplies	316.00	0.00	316.00
00012277	12/04/2006	070004	Dec Landscape/Irrig Supplies	533.50	0.00	533.50
00012278	12/04/2006	070004	Dec Landscape/Irrig Supplies	90.00	0.00	90.00
00012279	12/04/2006	070004	Dec Landscape/Irrig Supplies	248.00	0.00	248.00
00012282	12/05/2006	070004	Dec Landscape/Irrig Supplies	409.50	0.00	409.50
00012283	12/05/2006	070004	Dec Landscape/Irrig Supplies	248.00	0.00	248.00
00012284	12/05/2006	070004	Dec Landscape/Irrig Supplies	186.00	0.00	186.00
00012285	12/06/2006	070004	Dec Landscape/Irrig Supplies	109.06	0.00	109.06
00012286	12/06/2006	070004	Dec Landscape/Irrig Supplies	496.00	0.00	496.00
00012287	12/06/2006	070004	Dec Landscape/Irrig Supplies	632.00	0.00	632.00
00012288	12/06/2006	070004	Dec Landscape/Irrig Supplies	213.46	0.00	213.46
00012290	12/07/2006	070004	Dec Landscape/Irrig Supplies	632.00	0.00	632.00
00012293	12/08/2006	070004	Dec Landscape/Irrig Supplies	1,249.00	0.00	1,249.00
00012294	12/08/2006	070004	Dec Landscape/Irrig Supplies	90.00	0.00	90.00
00012295	12/11/2006	070004	Dec Landscape/Irrig Supplies	1,025.00	0.00	1,025.00
00012296	12/12/2006	070004	Dec Landscape/Irrig Supplies	1,128.00	0.00	1,128.00
00012297	12/13/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012298	12/14/2006	070004	Dec Landscape/Irrig Supplies	904.00	0.00	904.00
00012304	12/15/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012305	12/18/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012307	12/19/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012308	12/20/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012311	12/21/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012313	12/22/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012314	12/22/2006	070004	Dec Landscape/Irrig Supplies	90.00	0.00	90.00
00012316	12/22/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012317	12/28/2006	070004	Dec Landscape/Irrig Supplies	768.00	0.00	768.00
00012318	12/28/2006	070004	Dec Landscape/Irrig Supplies	707.00	0.00	707.00
00012320	12/29/2006	070004	Dec Landscape/Irrig Supplies	632.00	0.00	632.00
00012321	12/29/2006	070004	Dec Landscape/Irrig Supplies	248.00	0.00	248.00
00012322	12/29/2006	070004	Dec Landscape/Irrig Supplies	248.00	0.00	248.00
Check # 00222279 Total:				18,882.52	0.00	18,882.52
00222280	01/12/2007	0962	ABIGAIL ABBOTT STAFFING SERVIC			
00691199	12/14/2006		WE 11/19 Tmp Wage Adj:Treasury	28.12	0.00	28.12
00691199	12/14/2006		WE 12/10 Temp Wages:Treasury	1,705.00	0.00	1,705.00

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
			Check # 00222280 Total:	1,733.12	0.00	1,733.12
00222281	01/12/2007	TEMP7989	ADVANTAGE CONSTRUCTION SERVICE			
85968	01/10/2007		Rec #85968 Refund Deposit	500.00	0.00	500.00
			Check # 00222281 Total:	500.00	0.00	500.00
00222282	01/12/2007	2889	ALICIA AIR CONDITIONING & HEAT			
A 12895	12/20/2006		12/20 HVAC Rpr/Maint:Library	100.00	0.00	100.00
A 12911	12/15/2006		12/15 HVAC Rpr/Maint:Library	405.00	0.00	405.00
			Check # 00222282 Total:	505.00	0.00	505.00
00222283	01/12/2007	5755	APPLIED POWER TECHNOLOGIES COR			
7305	12/15/2006	070238	11/30 Rpr/Maint Emer Lght:Libr	3,275.43	0.00	3,275.43
7306	12/15/2006		11/30 Rpr Emer Lighting:Libr	490.13	0.00	490.13
			Check # 00222283 Total:	3,765.56	0.00	3,765.56
00222284	01/12/2007	5625	AT&T/MCI			
C602221415*D6	12/11/2006		ME 12/21 Phone:Var City Lines	4,037.69	0.00	4,037.69
C602221419*D6	12/11/2006		ME 12/21 Phone:Digital Circuit	1,449.57	0.00	1,449.57
C602221419*D6	12/11/2006		ME 12/21 Phone:Library	706.37	0.00	706.37
C602221419*N6	11/06/2006		ME 11/21 Phone:Digital Circuit	1,084.37	0.00	1,084.37
C602221419*N6	11/06/2006		ME 11/21 Phone:Library	706.37	0.00	706.37
C604497941*D6	12/11/2006		ME 12/21 Phone:Shelter Fax	60.00	0.00	60.00
			Check # 00222284 Total:	8,044.37	0.00	8,044.37
00222285	01/12/2007	791	AT&T			
9604573331*D6	12/01/2006		ME 12/31 Pay Phone:NPMCSC	80.27	0.00	80.27
9604573331*D6	12/01/2006		ME 12/31 Pay Phone:Olympiad	86.37	0.00	86.37
9604573331*D6	12/01/2006		ME 12/31 Pay Phone:TRPCC	80.27	0.00	80.27
9604573331*D6	12/01/2006		ME 12/31 Pay Phone:YAP	86.37	0.00	86.37
			Check # 00222285 Total:	333.28	0.00	333.28
00222286	01/12/2007	5943	BANIS, SAMUEL C.			
123106	01/04/2007		ME 12/31 Karate Commission	350.45	0.00	350.45
			Check # 00222286 Total:	350.45	0.00	350.45
00222287	01/12/2007	4606	BANK OF NEW YORK TRUST CO N.A.			
123106	01/10/2007		July-Dec CFD 92-1 Collections	166,240.46	0.00	166,240.46
			Check # 00222287 Total:	166,240.46	0.00	166,240.46

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222288	01/12/2007	E3434	BARBARA IDSTEIN: CUSTODIAN PET			
122106	12/21/2006		2WE 12/21 Petty Cash Reimb	53.95	0.00	53.95
			Check # 00222288 Total:	53.95	0.00	53.95
00222289	01/12/2007	3969	BEE MAN, THE			
42648	01/02/2007		11/17 Rmv Beehive:Doria/Aurora	125.00	0.00	125.00
42696	01/02/2007		11/21 Rmv Beehive:Via Oviedo	125.00	0.00	125.00
42697	01/02/2007		11/21 Rmv Beehive:Doria Park	125.00	0.00	125.00
			Check # 00222289 Total:	375.00	0.00	375.00
00222290	01/12/2007	5990	BODY FITNESS MECHANICS, THE			
123106	01/04/2007		ME 12/31 Bootcamp Commission	251.10	0.00	251.10
123106	01/04/2007		ME 12/31 Fitness Commission	415.65	0.00	415.65
123106	01/04/2007		ME 12/31 Kickboxing Commission	312.80	0.00	312.80
123106	01/04/2007		ME 12/31 Pilates Fee	360.00	0.00	360.00
			Check # 00222290 Total:	1,339.55	0.00	1,339.55
00222291	01/12/2007	1061	BONANZA MOBILE WASH & STEAM CL			
1636	01/04/2007	070008	Dec Algae Rmv:Medical Ctr Dr	390.00	0.00	390.00
1637A	01/04/2007	070008	Dec Graffiti Rmv:La Paz Quads	390.00	0.00	390.00
1638	01/04/2007	070008	Dec Sticker Rmv:Var Loc	520.00	0.00	520.00
1639	01/04/2007	070008	Dec Graffiti Rmv:Var Loc	520.00	0.00	520.00
			Check # 00222291 Total:	1,820.00	0.00	1,820.00
00222292	01/12/2007	5901	BOOK WHOLESALERS INC.			
2695605	12/04/2006	070160	Assorted Library Books	33.25	0.00	33.25
			Check # 00222292 Total:	33.25	0.00	33.25
00222293	01/12/2007	3727	BRODART COMPANY			
M010501	11/15/2006	070255	YE12/07McNaughtn Leasing Subsc	11,443.05	0.00	11,443.05
			Check # 00222293 Total:	11,443.05	0.00	11,443.05
00222294	01/12/2007	1714	C & D ELECTRIC			
26408	12/14/2006	070028	12/14 Lighting Rprs:Muirlands	178.19	0.00	178.19
26784	12/05/2006	070028	12/5 Inst Lghtng Timeclck:Libr	583.17	0.00	583.17
27396	12/19/2006	070028	12/19 Inst Pedestal:Cenajo	782.47	0.00	782.47
27396A	12/20/2006	070028	12/20 Inst Pedestal:Cenajo	2,485.47	0.00	2,485.47
27398	12/18/2006	070028	12/18 Rpr Pedestal:Cenajo	453.06	0.00	453.06
27413	12/13/2006	070028	12/13 Lighting Rprs:World Cup	571.18	0.00	571.18
27418	12/18/2006	070028	12/18 Lighting Rprs:Los Alisos	227.63	0.00	227.63

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
27420	12/18/2006	070028	12/18 Lighting Rprs:Jeronimo	563.51	0.00	563.51
27422	12/18/2006	070028	12/18 Lighting Rprs:Vet's Way	309.55	0.00	309.55
			Check # 00222294 Total:	6,154.23	0.00	6,154.23
00222295	01/12/2007	3235	CAESAR'S APPLIANCE SERVICE INC			
101020	01/02/2007		1/3 Rpr Refrigerator:Montanoso	50.75	0.00	50.75
			Check # 00222295 Total:	50.75	0.00	50.75
00222296	01/12/2007	TEMP8727	CAL-NOVA SIGNS			
90715	01/10/2007		Rec #90715 Refund Bond	300.00	0.00	300.00
			Check # 00222296 Total:	300.00	0.00	300.00
00222297	01/12/2007	194	CALIFORNIA JOINT POWERS INSURA			
890943	01/01/2007		CJPIA Administrative Fee	8,094.00	0.00	8,094.00
890943	01/01/2007		YE 1/08 Auto Ins Premium	9,770.00	0.00	9,770.00
890943	01/01/2007		YE 1/08 Boiler/Mach Ins Prem	6,252.00	0.00	6,252.00
890943	01/01/2007		YE 1/08 Earthq/Flood Ins Prem	410,130.00	0.00	410,130.00
890943	01/01/2007		YE 1/08 Property Ins Premium	22,703.00	0.00	22,703.00
			Check # 00222297 Total:	456,949.00	0.00	456,949.00
00222298	01/12/2007	1601	CALPELRA			
010207	01/02/2007		YE 12/07 Member Dues:Fellenzer	270.00	0.00	270.00
			Check # 00222298 Total:	270.00	0.00	270.00
00222299	01/12/2007	E3498	CARSON, DEBORAH			
010407	01/04/2007		7/12-11/16 Mileage Exp Reimb	203.37	0.00	203.37
			Check # 00222299 Total:	203.37	0.00	203.37
00222300	01/12/2007	2611	CCH INCORPORATED			
8774276	11/27/2006		Assorted Library Books	79.65	0.00	79.65
			Check # 00222300 Total:	79.65	0.00	79.65
00222301	01/12/2007	E1552	CHRISTIAN, EDIE			
010107	01/01/2007		Jan Medical Insurance Premium	462.20	0.00	462.20
			Check # 00222301 Total:	462.20	0.00	462.20
00222302	01/12/2007	6430	CITY OF LAGUNA WOODS			
010307	01/03/2007		2/8 OCCMA Annl Dinner:Wilberg	40.00	0.00	40.00
			Check # 00222302 Total:	40.00	0.00	40.00

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222303	01/12/2007	1409	DELTA CARE			
1981296	01/01/2007		Jan Dental Insurance Program	789.63	0.00	789.63
			Check # 00222303 Total:	789.63	0.00	789.63
00222304	01/12/2007	653	DENAULT'S TRUE VALUE HARDWARE			
553222	12/23/2006		12/23 Rpr/Maint Suppl:Sierra	14.06	0.00	14.06
			Check # 00222304 Total:	14.06	0.00	14.06
00222305	01/12/2007	2312	DEPARTMENT OF JUSTICE			
601966	12/12/2006		Nov Fingerprint Filing Fee	160.00	0.00	160.00
			Check # 00222305 Total:	160.00	0.00	160.00
00222306	01/12/2007	4743	DIRECT MAIL NETWORK, THE			
07-110-2	01/10/2007		Feb DAWG Insert:Handling	60.00	0.00	60.00
07-110-2	01/10/2007		Feb Lic Renewal:Handling	173.00	0.00	173.00
07-110-2	01/10/2007		Feb Lic Renewal:Postage	680.85	0.00	680.85
			Check # 00222306 Total:	913.85	0.00	913.85
00222307	01/12/2007	5889	DISH NETWORK			
825570708*D6	12/25/2006		ME 2/4 Satellite TV: Mg Tennis	5.99	0.00	5.99
			Check # 00222307 Total:	5.99	0.00	5.99
00222308	01/12/2007	3106	DOUGLAS E. BARNHART INC.			
2*070209	12/22/2006	070209	ME 11/30 NPM Expansion	241,143.00	0.00	241,143.00
2R*070209	12/22/2006		Retention Payable:CIP 994	-24,114.30	0.00	-24,114.30
			Check # 00222308 Total:	217,028.70	0.00	217,028.70
00222309	01/12/2007	5174	DRIVER ALLIANT INSURANCE SERVI			
010207	01/02/2007		QE 12/31 Special Event Insur	1,555.38	0.00	1,555.38
			Check # 00222309 Total:	1,555.38	0.00	1,555.38
00222310	01/12/2007	1378	EL TORO WATER DISTRICT			
122706	12/27/2006		ME 12/27 Water:MOSS	1,559.21	0.00	1,559.21
122706	12/27/2006		ME 12/27 Water:Parks	1,451.45	0.00	1,451.45
			Check # 00222310 Total:	3,010.66	0.00	3,010.66
00222311	01/12/2007	6275	EMCOR SERVICE/MESA ENERGY SYST			
000119580	12/27/2006		12/21 HVAC Rpr/Maint:City Hall	415.00	0.00	415.00
000119678	12/28/2006		12/18-21 HVAC Rpr/Maint:Libr	349.00	0.00	349.00

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
			Check # 00222311 Total:	764.00	0.00	764.00
00222312	01/12/2007	5955	EMPLOYEE BENEFIT SPECIALISTS I			
0038198-IN	12/21/2006		12/06 Flex Account Admin Fee	225.00	0.00	225.00
			Check # 00222312 Total:	225.00	0.00	225.00
00222313	01/12/2007	E3556	FEAGIN, FRANK R			
122906	12/29/2006		ME 12/29 Mileage Exp Reimb	4.90	0.00	4.90
			Check # 00222313 Total:	4.90	0.00	4.90
00222314	01/12/2007	4582	FOLTZ, SUSAN			
010507	01/05/2007		ME 1/5 Aerobics Fee	400.00	0.00	400.00
			Check # 00222314 Total:	400.00	0.00	400.00
00222315	01/12/2007	1482	FRED PRYOR SEMINARS			
9074773	01/04/2007		3/22 Wkshp Reg Fee:L Himmel	149.00	0.00	149.00
9074774	01/04/2007		3/22 Wkshp Reg Fee:G DeYoung	149.00	0.00	149.00
			Check # 00222315 Total:	298.00	0.00	298.00
00222316	01/12/2007	TEMP8556	GABELLA CONSTRUCTION			
89576	01/10/2007		Rec #89576 Refund Deposit	750.00	0.00	750.00
			Check # 00222316 Total:	750.00	0.00	750.00
00222317	01/12/2007	E456	GARCIA, IRMA			
010107	01/01/2007		Jan Medical Insurance Premium	402.10	0.00	402.10
			Check # 00222317 Total:	402.10	0.00	402.10
00222318	01/12/2007	175	GOVERNMENT FINANCE OFFICERS AS			
010507	01/05/2007		6/10-13 Conf Reg Fee:B Barry	355.00	35.50	319.50
010507	01/05/2007		6/10-13 Conf Reg Fee:Bornstein	355.00	35.50	319.50
010507	01/05/2007		6/9-13 Conf Reg Fee:Livingston	644.50	35.50	609.00
			Check # 00222318 Total:	1,354.50	106.50	1,248.00
00222319	01/12/2007	TEMP8655	HERNANDEZ, RAY			
90159	01/10/2007		Rec #90159 Refund Bond	500.00	0.00	500.00
			Check # 00222319 Total:	500.00	0.00	500.00
00222320	01/12/2007	6083	HOIST FITNESS SYSTEMS			
97745	12/15/2006	070208	(1) Chin Dip Assist: Mont	2,067.94	0.00	2,067.94

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
97745	12/15/2006	070208	(1) GI Glute Machine: Mont	2,585.14	0.00	2,585.14
97745	12/15/2006	070208	(1) Leg Extension: Montanoso	2,950.38	0.00	2,950.38
97745	12/15/2006	070208	(1) Preacher Curl: Montanoso	257.74	0.00	257.74
97745	12/15/2006	070208	(1) Rotary Torso: Montanoso	2,067.93	0.00	2,067.93
97745	12/15/2006	070208	(1) Seated Leg Curl: Mont	2,950.38	0.00	2,950.38
97745	12/15/2006	070208	Shipping/Installation	1,550.00	0.00	1,550.00
Check # 00222320 Total:				14,429.51	0.00	14,429.51
00222321	01/12/2007	E1379	HONE, THERESE J			
010107	01/01/2007		Jan Medical Insurance Premium	411.92	0.00	411.92
Check # 00222321 Total:				411.92	0.00	411.92
00222322	01/12/2007	4833	HUMANSCALE			
OC63250	12/12/2006		(1) Corner Sleeve:Acctg	49.78	0.00	49.78
OC63250	12/12/2006		(1) Corner Sleeve:NPMCSC	49.78	0.00	49.78
OC63250	12/12/2006		(1) Corner Sleeve:Treasury	49.78	0.00	49.78
OC63250	12/12/2006		(1) Keyboard Platform:Acctg	228.43	0.00	228.43
OC63250	12/12/2006		(1) Keyboard Platform:Treasury	228.43	0.00	228.43
OC63250	12/12/2006		Installation/Delivery:Acctg	45.82	0.00	45.82
OC63250	12/12/2006		Installation/Delivery:NPMCSC	24.62	0.00	24.62
OC63250	12/12/2006		Installation/Delivery:Treasury	45.82	0.00	45.82
Check # 00222322 Total:				722.46	0.00	722.46
00222323	01/12/2007	TEMP8785	HUNT, BRUCE			
010407	01/04/2007		(21) Flashlights Exp Reimb	198.67	0.00	198.67
Check # 00222323 Total:				198.67	0.00	198.67
00222324	01/12/2007	370	IIMC			
4669*07	11/21/2006		YE 3/08 Member Dues:K Hamman	150.00	0.00	150.00
Check # 00222324 Total:				150.00	0.00	150.00
00222325	01/12/2007	TEMP5040	IRELAND, TRACEY L.			
121306	01/04/2007		ME 12/31 Karate Commission	175.23	0.00	175.23
Check # 00222325 Total:				175.23	0.00	175.23
00222326	01/12/2007	TEMP8646	JALOMO, JESUS			
C066169	01/10/2007		Rec #C066169 Refund Deposit	100.00	0.00	100.00
Check # 00222326 Total:				100.00	0.00	100.00
00222327	01/12/2007	1929	JAMEY CLARK INC			
633840	12/18/2006		12/14 Relocate Equip:Montanoso	297.50	0.00	297.50

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
633848	12/26/2006	070011	Dec Park Rpr/Maint:Var Loc	843.04	0.00	843.04
633849	12/26/2006	070011	Dec Park Rpr/Maint:Var Loc	1,287.58	0.00	1,287.58
633850	12/26/2006	070011	Dec Park Rpr/Maint:Var Loc	1,585.49	0.00	1,585.49
633851	12/26/2006	070011	Dec Park Rpr/Maint:Var Loc	1,793.70	0.00	1,793.70
633852	12/26/2006	070011	Dec Park Rpr/Maint:Var Loc	558.97	0.00	558.97
633854	12/27/2006	070011	Dec Park Rpr/Maint:Christopher	45.00	0.00	45.00
633856	12/27/2006	070012	Dec Parks Inspection	9,035.00	0.00	9,035.00
633859	12/27/2006	070011	Dec Park Rpr/Maint:Sycamore	126.50	0.00	126.50
633867	01/03/2007	070011	Dec Park Rpr/Maint:Melinda	100.00	0.00	100.00
633868	01/03/2007	070011	Dec Park Rpr/Maint:Seville	150.00	0.00	150.00
633870	01/03/2007	070011	Dec Park Rpr/Maint:Var Loc	1,515.44	0.00	1,515.44
Check # 00222327 Total:				17,338.22	0.00	17,338.22
00222328	01/12/2007	60	JOBS AVAILABLE INC.			
626069	12/12/2006		Nov/Dec Recruitment Ads	860.70	0.00	860.70
Check # 00222328 Total:				860.70	0.00	860.70
00222329	01/12/2007	6133	JOHN DEERE LANDSCAPES INC.			
11281367	12/20/2006	070013	Dec Landscape/Irrig Supplies	43.42	1.21	42.21
11291157	12/22/2006	070013	Dec Landscape/Irrig Supplies	30.94	0.86	30.08
Check # 00222329 Total:				74.36	2.07	72.29
00222330	01/12/2007	TEMP7544	JOHNSON, SCOTT			
91019	01/10/2007		Rec #91019 Refund Deposit	500.00	0.00	500.00
Check # 00222330 Total:				500.00	0.00	500.00
00222331	01/12/2007	E1641	JOSEPH, DAN			
010107	01/01/2007		Jan Medical Insurance Premium	698.64	0.00	698.64
Check # 00222331 Total:				698.64	0.00	698.64
00222332	01/12/2007	E110	JOSEPH, IVY			
010107	01/01/2007		Jan Medical Insurance Premium	698.64	0.00	698.64
Check # 00222332 Total:				698.64	0.00	698.64
00222333	01/12/2007	E3487	KELLEY, TRISH			
111606	11/16/2006		11/7-11/20 Mileage Exp Reimb	22.74	0.00	22.74
Check # 00222333 Total:				22.74	0.00	22.74
00222334	01/12/2007	5810	L.T. ENGINEERING			
5213-11-B	12/21/2006	070031	12/5-15Inst Drainline:Jeronimo	54,198.19	0.00	54,198.19

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
			Check # 00222334 Total:	54,198.19	0.00	54,198.19
00222335	01/12/2007	5310	LAGUNA NIGUEL ANIMAL CLINIC IN			
122906	12/29/2006		Dec Veterinary Srvcs	135.00	0.00	135.00
			Check # 00222335 Total:	135.00	0.00	135.00
00222336	01/12/2007	E4900	LEDESMA, JOHN PAUL			
113006	11/30/2006		11/21-12/4 Mileage Exp Reimb	4.83	0.00	4.83
			Check # 00222336 Total:	4.83	0.00	4.83
00222337	01/12/2007	4654	LITHOMASTERS PRINTING			
24504	12/27/2006		(500) Jan Calendars:NPMCSC	190.72	0.00	190.72
			Check # 00222337 Total:	190.72	0.00	190.72
00222338	01/12/2007	E3547	LORI HIMMEL CUSTODIAN PETTY CA			
123106	12/31/2006		12/5-12/31 Petty Cash Reimb	139.45	0.00	139.45
			Check # 00222338 Total:	139.45	0.00	139.45
00222339	01/12/2007	1881	LOS ANGELES TIMES NEWSPAPER			
122506	12/25/2006		12/18-2/12 Subscription Renew	29.30	0.00	29.30
			Check # 00222339 Total:	29.30	0.00	29.30
00222340	01/12/2007	1057	MAIN STREET TOURS			
0385C	12/20/2006		3/31 Sr Trip Dep:Candlelight	200.00	0.00	200.00
34047	11/26/2006		11/26 Sr Trip Bal:Lion King	2,918.00	0.00	2,918.00
			Check # 00222340 Total:	3,118.00	0.00	3,118.00
00222341	01/12/2007	3706	MISSION PARK PET HOSPITAL			
187379	12/29/2006		Dec Veterinary Srvcs	236.25	0.00	236.25
			Check # 00222341 Total:	236.25	0.00	236.25
00222342	01/12/2007	211	MOULTON NIGUEL WATER			
122806	12/28/2006		ME 12/26 Water:MOSS	3,453.20	0.00	3,453.20
122806	12/28/2006		ME 12/26 Water:Parks	3,262.58	0.00	3,262.58
			Check # 00222342 Total:	6,715.78	0.00	6,715.78
00222343	01/12/2007	3946	MR. PLANT			
DEC 201970	12/01/2006	070114	Dec Plant Maint:City Hall	815.00	0.00	815.00
DEC 201970	12/01/2006	070114	Misc Plants:City Hall	131.46	0.00	131.46

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
			Check # 00222343 Total:	946.46	0.00	946.46
00222344	01/12/2007	3912	NEXTEL COMMUNICATIONS			
851935310-060	11/15/2006		ME 11/11 Cell Phone:B Trexler	54.44	0.00	54.44
851935310-060	11/15/2006		ME 11/11 Cell Phone:B Zahn	60.11	0.00	60.11
851935310-060	11/15/2006		ME 11/11 Cell Phone:D Sullivan	70.08	0.00	70.08
851935310-060	11/15/2006		ME 11/11 Cell Phone:E Hanson	54.59	0.00	54.59
851935310-060	11/15/2006		ME 11/11 Cell Phone:H Smith	67.30	0.00	67.30
851935310-060	11/15/2006		ME 11/11 Cell Phone:Hernandez	55.07	0.00	55.07
851935310-060	11/15/2006		ME 11/11 Cell Phone:K Lemelin	54.59	0.00	54.59
851935310-060	11/15/2006		ME 11/11 Cell Phone:L Gonzalez	60.47	0.00	60.47
851935310-060	11/15/2006		ME 11/11 Cell Phone:M Romero	65.03	0.00	65.03
851935310-060	11/15/2006		ME 11/11 Cell Phone:PS Spare	54.44	0.00	54.44
851935310-060	11/15/2006		ME 11/11 Cell Phone:T Levene	54.75	0.00	54.75
851935310-060	11/15/2006		ME 11/11 Cell Phone:Villalobos	67.25	0.00	67.25
			Check # 00222344 Total:	718.12	0.00	718.12
00222345	01/12/2007	5644	NIEVES LANDSCAPE INC.			
38456	12/29/2006	070014	Dec Landscape Maint:Area #6	10,525.00	0.00	10,525.00
			Check # 00222345 Total:	10,525.00	0.00	10,525.00
00222346	01/12/2007	3440	NOLO PRESS			
1323972	12/06/2006		Assorted Library Books	116.93	0.00	116.93
			Check # 00222346 Total:	116.93	0.00	116.93
00222347	01/12/2007	511	OFFICE DEPOT BUSINESS SERVICES			
364987697-001	12/21/2006		Dec Office Supplies	124.83	0.00	124.83
368231684-001	12/28/2006		Dec Coffee/Kitchen Suppl:Mont	128.60	0.00	128.60
			Check # 00222347 Total:	253.43	0.00	253.43
00222348	01/12/2007	6202	OFFICE TEAM			
17507382	12/18/2006		WE 12/15 Temp Wages:NPMCSC	884.00	0.00	884.00
			Check # 00222348 Total:	884.00	0.00	884.00
00222349	01/12/2007	18	ORANGE COUNTY REGISTER, THE			
122306	12/23/2006		1/6-3/30 Subsc Renew:NPMCSC	59.74	0.00	59.74
			Check # 00222349 Total:	59.74	0.00	59.74
00222350	01/12/2007	1103	ORANGE COUNTY TRANSPORTATION			
AR121097	12/26/2006		QE 12/31 Gas Tax Exchange	465,000.00	0.00	465,000.00

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Check #	Ck Date	PE-ID	Vendor Name		Gross	Discount	Net
Invoice #	Inv Date	PO #	Description				
			Check # 00222350 Total:		465,000.00	0.00	465,000.00
00222351	01/12/2007	TEMP7165	ORDAZ, AZUNCION				
C066593	01/10/2007		Rec #C066593 Refund Deposit		100.00	0.00	100.00
			Check # 00222351 Total:		100.00	0.00	100.00
00222352	01/12/2007	2389	PERSONNEL POLICY SERVICE INC				
1961293*07	01/04/2007		YE 2/08 Subsc Renew:Personnel		397.00	0.00	397.00
			Check # 00222352 Total:		397.00	0.00	397.00
00222353	01/12/2007	E3573	PHILLIPS, LINDA				
010807	01/08/2007		Reissue Lost PR CK#45938		1,068.65	0.00	1,068.65
			Check # 00222353 Total:		1,068.65	0.00	1,068.65
00222354	01/12/2007	TEMP8756	PONTRELLI, DIANA				
C066664	01/10/2007		Rec #C066664 Refund Deposit		50.00	0.00	50.00
			Check # 00222354 Total:		50.00	0.00	50.00
00222355	01/12/2007	5713	PREFERRED BENEFIT INSURANCE AD				
CP3830	01/01/2007		Jan Dental Insurance Premium		7,418.25	0.00	7,418.25
			Check # 00222355 Total:		7,418.25	0.00	7,418.25
00222356	01/12/2007	158	PUBLIC EMPLOYEES' RETIREMENT S				
122906	01/10/2007		12/29 PR:PERS Contribution		75,333.19	0.00	75,333.19
			Check # 00222356 Total:		75,333.19	0.00	75,333.19
00222357	01/12/2007	3720	PYRO-COMM SYSTEMS INC.				
138154	01/01/2007	070101	QE 3/31 Fire Alarm Monitor Fee		120.00	0.00	120.00
138594	01/01/2007	070101	QE 3/31 Security Monitor Fee		150.00	0.00	150.00
			Check # 00222357 Total:		270.00	0.00	270.00
00222358	01/12/2007	4523	RICHARD FISHER ASSOCIATES				
2425	12/22/2006	070167	PE 12/22 Prof Srv:Park Lghting		5,442.73	0.00	5,442.73
			Check # 00222358 Total:		5,442.73	0.00	5,442.73
00222359	01/12/2007	E109	ROBERTS, ERNA				
010107	01/01/2007		Jan Medical Insurance Premium		429.00	0.00	429.00
			Check # 00222359 Total:		429.00	0.00	429.00

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222360	01/12/2007	130	SAN DIEGO GAS & ELECTRIC			
20909017075*J7	01/03/2007		ME 12/31 Electric:Street Lghts	9,150.36	0.00	9,150.36
22991567843*J7	01/05/2007		ME 1/4 Electric:Barbadanes Pk	5.27	0.00	5.27
32159017085*J7	01/03/2007		ME 12/31 Electric:Street Lghts	8,277.31	0.00	8,277.31
54171768891*J7	01/05/2007		ME 1/4 Electric:Oso Trail	33.32	0.00	33.32
88408943570*J7	01/03/2007		ME 12/31 Electric:Street Lghts	1,786.33	0.00	1,786.33
99658943566*J7	01/03/2007		ME 12/31 Electric:Street Lghts	6,323.51	0.00	6,323.51
Check # 00222360 Total:				25,576.10	0.00	25,576.10
00222361	01/12/2007	14	SANTA MARGARITA WATER DISTRICT			
122806	12/28/2006		ME 12/27 Water:MOSS	17,104.85	0.00	17,104.85
122806	12/28/2006		ME 12/27 Water:Parks	20,361.15	0.00	20,361.15
122806A	12/28/2006		ME 12/27 Water:MOSS	12.84	0.00	12.84
14730436355*D6	12/20/2006		ME 12/19 Water:Marg Aqua	786.27	0.00	786.27
176520151965*D6	12/28/2006		ME 12/27 Water:NPM CSC	125.42	0.00	125.42
535270152235*D6	12/28/2006		ME 12/27 Water: Montanoso	214.04	0.00	214.04
915080267335*D6	12/28/2006		ME 12/27 Water:TRPCC	250.22	0.00	250.22
Check # 00222361 Total:				38,854.79	0.00	38,854.79
00222362	01/12/2007	E3515	SHERRY MERRIFIELD CUSTODIAN PE			
010907	01/09/2007		3WE 1/8 Petty Cash Increase	250.00	0.00	250.00
010907	01/09/2007		3WE 1/8 Petty Cash Reimb	204.79	0.00	204.79
Check # 00222362 Total:				454.79	0.00	454.79
00222363	01/12/2007	2815	SHINODA DESIGN CENTER INC.			
000818998	11/28/2006		Holiday Decorations:Area #8	404.53	0.00	404.53
000820202	11/30/2006		Holiday Decorations:Library	364.29	0.00	364.29
Check # 00222363 Total:				768.82	0.00	768.82
00222364	01/12/2007	1247	SMART & FINAL			
7308	01/02/2007		Functional Suppl: Mg Tennis	129.06	0.00	129.06
7308	01/02/2007		Items for Resale: Mg Tennis	4.95	0.00	4.95
Check # 00222364 Total:				134.01	0.00	134.01
00222365	01/12/2007	E69	SMUCKLER, ROSE			
010107	01/01/2007		Jan Medical Insurance Premium	632.09	0.00	632.09
Check # 00222365 Total:				632.09	0.00	632.09
00222366	01/12/2007	4183	SOUTHERN CALIFORNIA EDISON			
2222838567*J7	01/03/2007		ME 12/29 Electric:MOSS	12.26	0.00	12.26

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Check #	Ck Date	PE-ID	Vendor Name			
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
2232475517*D6	12/07/2006		ME 12/1 Electric:Street Lights	40,468.82	0.00	40,468.82
2242299139*J7	01/04/2007		ME 1/3 Electric:Traff Signal	66.30	0.00	66.30
2281049460*J7	01/04/2007		ME 1/3 Electric:Traff Signal	60.45	0.00	60.45
2285525663*J7	01/03/2007		ME 1/2 Electric:MOSS	26.04	0.00	26.04
Check # 00222366 Total:				40,633.87	0.00	40,633.87
00222367	01/12/2007	2701	SPECTRUM CARE LANDSCAPE & IRRI			
0042024-IN	12/01/2006	070017	Dec Monthly Maint:Area #2	23,045.88	0.00	23,045.88
0042028-IN	12/01/2006	070020	Dec Monthly Maint:Alicia Park	5,929.99	0.00	5,929.99
0042028-IN	12/01/2006	070020	Dec Monthly Maint:Library	3,725.84	0.00	3,725.84
0042028-IN	12/01/2006	070020	Dec Monthly Maint:Marg Aqua	1,627.95	0.00	1,627.95
0042028-IN	12/01/2006	070020	Dec Monthly Maint:Marg Rec	1,627.95	0.00	1,627.95
0042028-IN	12/01/2006	070020	Dec Monthly Maint:Marg Tennis	1,627.95	0.00	1,627.95
0042028-IN	12/01/2006	070020	Dec Monthly Maint:Shelter	4,271.34	0.00	4,271.34
0042029-IN	12/01/2006	070020	Dec Monthly Maint:Area #7	303.49	0.00	303.49
0042049-IN	12/01/2006	070021	Dec Monthly Maint:Area #10	14,649.75	0.00	14,649.75
0042074-IN	12/01/2006	070032	Dec Monthly Maint:Area #8	25,416.00	0.00	25,416.00
0042075-IN	12/01/2006	070033	Dec Monthly Maint:Area #9	22,871.00	0.00	22,871.00
Check # 00222367 Total:				105,097.14	0.00	105,097.14
00222368	01/12/2007	6373	STRYKER SALES CORPORATION			
244096 M	12/04/2006	070170	Evacuation Chairs	2,424.31	0.00	2,424.31
Check # 00222368 Total:				2,424.31	0.00	2,424.31
00222369	01/12/2007	5190	TANGRAM INTERIORS			
245508	12/29/2005		Rpl Chair Cushions:Library	766.60	0.00	766.60
271729	12/19/2006		(4) Steelcase Keys:Library	29.65	0.00	29.65
Check # 00222369 Total:				796.25	0.00	796.25
00222370	01/12/2007	1604	TECHNIFORM			
13011	12/29/2006		(200) Receipt Books	733.35	0.00	733.35
13012	12/29/2006		(500) Substitution Forms	116.68	0.00	116.68
13013	12/29/2006		(250) Bus Cards:F Ury	28.55	0.00	28.55
13013	12/29/2006		(250) Bus Cards:G Reavis	28.56	0.00	28.56
13013	12/29/2006		(250) Bus Cards:JP Ledesma	28.55	0.00	28.55
13013	12/29/2006		(250) Bus Cards:L MacLean	28.55	0.00	28.55
13013	12/29/2006		(250) Bus Cards:T Kelley	28.56	0.00	28.56
Check # 00222370 Total:				992.80	0.00	992.80
00222371	01/12/2007	TEMP8754	THE ROOF STORE			
90940	01/10/2007		Rec #90940 Refund Bond	500.00	0.00	500.00

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Check #	Ck Date	PE-ID	Vendor Name		Gross	Discount	Net
Invoice #	Inv Date	PO #	Description				
			Check # 00222371 Total:		500.00	0.00	500.00
00222372	01/12/2007	2097	THOMPSON PUBLISHING GROUP				
1217845*07	12/13/2006		YE 3/08 ADA Compliance Guide		449.00	0.00	449.00
			Check # 00222372 Total:		449.00	0.00	449.00
00222373	01/12/2007	6344	THOMSON GALE				
14865248	10/27/2006	070223	Assorted Library Books		1,342.35	0.00	1,342.35
14888936	11/14/2006	070223	Assorted Library Books		25.21	0.00	25.21
RI 14898993	11/17/2006	070243	YE 11/07 Subsc:Biogrpny Resrce		11,010.48	0.00	11,010.48
RI 14898993	11/17/2006	070243	YE 11/07 Subsc:Busin Resource		5,866.00	0.00	5,866.00
RI 14898993	11/17/2006	070243	YE 11/07 Subsc:General Ref Ctr		10,498.00	0.00	10,498.00
RI 14910767	11/27/2006	070243	YE 12/07 Subsc:Opposing Vwpnts		5,412.75	0.00	5,412.75
RI 14912697	11/28/2006	070243	YE 11/07 Subsc:Litature Resrce		5,428.00	0.00	5,428.00
RM 830964	11/01/2006	070223	Credit:Returned Books		-12.77	0.00	-12.77
			Check # 00222373 Total:		39,570.02	0.00	39,570.02
00222374	01/12/2007	4492	TRI-PACIFIC / AMS				
50402A	12/21/2006		12/18 HVAC Rpr/Maint:NPMCSC		445.00	0.00	445.00
			Check # 00222374 Total:		445.00	0.00	445.00
00222375	01/12/2007	4945	UNDERCOVER ROOFING				
91033	01/10/2007		Rec #91033 Refund Deposit		500.00	0.00	500.00
			Check # 00222375 Total:		500.00	0.00	500.00
00222376	01/12/2007	1968	UNDERGROUND SERVICE ALERT OF				
1220060430	01/01/2007		Dec Service Alert Dues		224.00	0.00	224.00
			Check # 00222376 Total:		224.00	0.00	224.00
00222377	01/12/2007	E3453	VAN COTT, BYRON R.				
121306	12/13/2006		12/14 Mileage Exp Reimb		55.18	0.00	55.18
			Check # 00222377 Total:		55.18	0.00	55.18
00222378	01/12/2007	3837	VANGUARD IDENTIFICATION SYSTEM				
10041033	11/29/2006	070204	(10K) Library Cards		2,093.34	0.00	2,093.34
10041034	11/29/2006	070204	(5K) Key Chain Cards:Library		1,008.02	0.00	1,008.02
			Check # 00222378 Total:		3,101.36	0.00	3,101.36
00222379	01/12/2007	3605	VISION SERVICE PLAN - (CA)				
010107	12/21/2006		Jan Vision Insurance Premium		2,387.48	0.00	2,387.48

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
00222384	01/19/2007	3925	A GOOD SIGN			
8217	12/19/2006		Rpl Graphics:Council	193.95	0.00	193.95
8242	01/05/2007		(2) Signs:Marg Pkwy	422.24	0.00	422.24
			Check # 00222384 Total:	616.19	0.00	616.19
00222385	01/19/2007	2748	ACME COURIER SERVICE			
20827	12/15/2006		Dec Courier Srvc:Comm Srvc	11.00	0.00	11.00
20828	12/15/2006		Dec Courier Srvc:Comm Srvc	11.00	0.00	11.00
20829	12/15/2006		Dec Courier Srvc:Comm Srvc	11.00	0.00	11.00
20830	12/15/2006		Dec Courier Srvc:Comm Srvc	11.00	0.00	11.00
20831	12/15/2006		Dec Courier Srvc:Comm Srvc	11.00	0.00	11.00
20832	12/15/2006		Dec Courier Srvc:Comm Srvc	11.00	0.00	11.00
20833	12/15/2006		Dec Courier Srvc:Comm Srvc	11.00	0.00	11.00
22106	12/01/2006		Dec Courier Srvc:Rec Srvc	25.00	0.00	25.00
			Check # 00222385 Total:	102.00	0.00	102.00
00222386	01/19/2007	6235	ACTIVE NETWORK INC., THE			
INC003043	01/01/2007	070217	YE 12/07 Class Sftwr Maint:IT	12,594.84	0.00	12,594.84
			Check # 00222386 Total:	12,594.84	0.00	12,594.84
00222387	01/19/2007	2414	ALL CITY MANAGEMENT SERVICES I			
8945	12/16/2006	070165	2WE 12/9 Crossing Guard Srvc	17,542.58	0.00	17,542.58
9146	01/11/2007	070165	2WE 1/6 Crossing Guard Srvc	2,768.48	0.00	2,768.48
			Check # 00222387 Total:	20,311.06	0.00	20,311.06
00222388	01/19/2007	5978	AMERICAN HERITAGE LIFE INSURAN			
M0191935002	01/02/2007		Dec Cancer/Accident Ins Prog	304.99	0.00	304.99
			Check # 00222388 Total:	304.99	0.00	304.99
00222389	01/19/2007	TEMP8788	AMMIRATO, LISA			
C066660	01/16/2007		Rec #C066660 Refund Deposit	50.00	0.00	50.00
			Check # 00222389 Total:	50.00	0.00	50.00
00222390	01/19/2007	5755	APPLIED POWER TECHNOLOGIES COR			
7319-1	12/28/2006		12/22 UPS Emer Evaluation:Libr	200.00	0.00	200.00
			Check # 00222390 Total:	200.00	0.00	200.00
00222391	01/19/2007	5544	AT&T LONG DISTANCE			
806287752*D6	12/04/2006		ME 12/4 Phone:City Hall	109.20	0.00	109.20

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
			Check # 00222391 Total:	109.20	0.00	109.20
00222392	01/19/2007	5625	AT&T/MCI			
1513450000*D6	12/18/2006		ME 12/31 Phn:Grafitti Hotline	25.95	0.00	25.95
9493471209*D6	12/14/2006		ME 12/24 Phone:Shelter Fax	14.95	0.00	14.95
C602223019*D6	12/24/2006		ME 1/4 Phone:MVTV Fax	74.37	0.00	74.37
			Check # 00222392 Total:	115.27	0.00	115.27
00222393	01/19/2007	3969	BEE MAN, THE			
42607	12/21/2006		11/14 Rmv Beehive:Via Linda	150.00	0.00	150.00
42673	01/02/2007		11/18 Rmv Beehive:Mustang Run	245.00	0.00	245.00
42698	01/04/2007		11/21 Rmv Beehive:Linda Vista	292.00	0.00	292.00
42791	01/05/2007		12/6 Rmv Beehive:Via Linda	175.00	0.00	175.00
			Check # 00222393 Total:	862.00	0.00	862.00
00222394	01/19/2007	E2388	BELL, STEVE			
010507	01/10/2007		Abdominal Machine Exp Reimb	575.04	0.00	575.04
			Check # 00222394 Total:	575.04	0.00	575.04
00222395	01/19/2007	2408	BEN'S ASPHALT & SEAL COATING			
6085VG-10	12/20/2006	070007	Dec Rmv/Rpl Asphalt:Cordova	47,999.55	0.00	47,999.55
6085VG-9	12/20/2006	070007	Dec Rmv/Rpl Asphalt:Var Loc	47,571.00	0.00	47,571.00
			Check # 00222395 Total:	95,570.55	0.00	95,570.55
00222396	01/19/2007	701	BILL'S SOUND & SECURITY			
14048	01/01/2007		QE 3/31 Alarm Monitor Srvc:NPM	135.00	0.00	135.00
			Check # 00222396 Total:	135.00	0.00	135.00
00222397	01/19/2007	2413	BLAIRS TOWING			
468134	11/27/2006		11/27 Towing:Veh #603	89.00	0.00	89.00
			Check # 00222397 Total:	89.00	0.00	89.00
00222398	01/19/2007	4587	BOUR, PEGGY			
011207	01/12/2007		2WE 1/12 Aerobics Fee	210.00	0.00	210.00
			Check # 00222398 Total:	210.00	0.00	210.00
00222399	01/19/2007	4489	BRANHAM, MEL			
C066834	01/10/2007		1/10 Line Dance Inst	22.00	0.00	22.00
C066835	01/10/2007		1/10 Line Dance Inst	22.00	0.00	22.00
C066836	01/10/2007		1/10 Line Dance Inst	22.00	0.00	22.00

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Invoice #	Inv Date	PO #	Description			
C066837	01/10/2007		1/10 Line Dance Inst	60.60	0.00	60.60
			Check # 00222399 Total:	126.60	0.00	126.60
00222400	01/19/2007	5667	BRINKS INC			
0378840516	12/31/2006	070026	Dec Courier Service	325.68	0.00	325.68
			Check # 00222400 Total:	325.68	0.00	325.68
00222401	01/19/2007	3727	BRODART COMPANY			
732848	12/22/2006		Functional Supplies:Library	36.86	0.00	36.86
			Check # 00222401 Total:	36.86	0.00	36.86
00222403	01/19/2007	1714	C & D ELECTRIC			
26169	01/03/2007	070028	1/3 Lighting Rprs:Felipe Tenn	638.94	0.00	638.94
26332	01/02/2007	070028	1/2 Electrical Rprs:Public Wks	677.22	0.00	677.22
26402	10/24/2006	070028	10/24 Electrical Rprs:Aquatics	99.45	0.00	99.45
26593	12/15/2006	070028	12/15 Lighting Rprs:Aquatics	1,674.84	0.00	1,674.84
26594	01/03/2007	070028	1/3 Lighting Rprs:Shelter	51.09	0.00	51.09
26794	12/21/2006	070028	12/21 Lighting Rprs:World Cup	80.33	0.00	80.33
26796	12/22/2006	070028	12/22 Lghting Rpr:Felipe Tenn	107.10	0.00	107.10
26797A	12/22/2006	070028	12/22 Lighting Rprs:World Cup	471.10	0.00	471.10
26798	12/26/2006	070028	12/26 Lighting Rpr:Olympiad Pk	316.22	0.00	316.22
26799B	12/26/2006	070028	12/26 Lighting Rprs:Oso Quad	45.90	0.00	45.90
26800A	12/26/2006	070028	12/26 Lighting Rprs:World Cup	291.37	0.00	291.37
26802A	12/27/2006	070028	12/27 Lighting Rprs:City Hall	68.85	0.00	68.85
26803A	12/28/2006	070028	12/28 Lghting Rpr:LaPaz Median	96.78	0.00	96.78
26809A	01/02/2007	070028	1/2 Rpr Ped Timeclock:Jeronimo	301.26	0.00	301.26
27407	12/27/2006	070028	12/27 Lighting Rprs:Cordova Pk	82.58	0.00	82.58
27409	12/27/2006	070028	12/27 Lighting Rprs:NMPCSC	127.67	0.00	127.67
27411	10/24/2006	070028	12/27 Lighting Rprs:Promenade	367.39	0.00	367.39
27419	01/04/2007	070028	1/4 Elec Rprs:Jeronmio/Pavion	91.80	0.00	91.80
27421	01/03/2007	070028	1/3 Lighting Rprs:La Paz Quads	260.74	0.00	260.74
27423	01/03/2007	070028	1/3 Lighting Rprs:LaPaz Median	407.38	0.00	407.38
			Check # 00222403 Total:	6,258.01	0.00	6,258.01
00222404	01/19/2007	6172	C.S. LEGACY CONSTRUCTION INC.			
FIVE*070095	01/05/2007	070095	ME 12/31 Prof Srv:Matt Davis	87,642.50	0.00	87,642.50
FIVE*070095R	01/05/2007		Retention Payable:CIP 306	-8,764.25	0.00	-8,764.25
			Check # 00222404 Total:	78,878.25	0.00	78,878.25
00222405	01/19/2007	5340	CARTER, JERRY D.			
011207	01/12/2007		2WE 1/12 Aerobics Fee	115.50	0.00	115.50

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Check # Invoice #	Ck Date Inv Date	PE-ID PO #	Vendor Name Description	Gross	Discount	Net
			Check # 00222405 Total:	115.50	0.00	115.50
00222406	01/19/2007	2711	CHANDLER ASSET MANAGEMENT INC			
4844	01/03/2007	070061	Dec Portfolio Reporting Srvc	400.00	0.00	400.00
			Check # 00222406 Total:	400.00	0.00	400.00
00222407	01/19/2007	1396	CHARLES ABBOTT ASSOCIATES INC.			
064-144	12/27/2006		Dec Building Fees	50,051.15	1,001.02	49,050.13
064-144	12/27/2006		Dec Fire Fees	30.00	0.60	29.40
44889	01/08/2007	070249	ME 12/06 Prof Srvc:Trans Srvc	7,728.00	0.00	7,728.00
			Check # 00222407 Total:	57,809.15	1,001.62	56,807.53
00222408	01/19/2007	6432	CITY OF HOPE			
011007	01/10/2007		Donation:Cynthia Stokes	100.00	0.00	100.00
			Check # 00222408 Total:	100.00	0.00	100.00
00222409	01/19/2007	6151	COME LAND MAINTENANCE CO INC.			
63306	12/07/2006	070029	Dec Janitorial Srvc:Corp Yard	632.00	0.00	632.00
63306	12/07/2006	070029	Dec Janitorial Srvc:Shelter	1,260.00	0.00	1,260.00
63306	12/07/2006	070029	Dec Janitorial Srvc:TRPCC	160.00	0.00	160.00
			Check # 00222409 Total:	2,052.00	0.00	2,052.00
00222410	01/19/2007	4097	COMMERCIAL DOOR OF ORANGE COUN			
9215-3	10/24/2006		10/24 Rpr Security Gate:Shltr	550.42	0.00	550.42
			Check # 00222410 Total:	550.42	0.00	550.42
00222411	01/19/2007	2490	COUNTY OF ORANGE			
SC02023	01/03/2007		QE 3/31 800 MHz Maint	4,842.00	0.00	4,842.00
			Check # 00222411 Total:	4,842.00	0.00	4,842.00
00222412	01/19/2007	2490	COUNTY OF ORANGE			
233140	01/03/2007		7/06&9/06 Traff Signal Maint	81.70	0.00	81.70
			Check # 00222412 Total:	81.70	0.00	81.70
00222413	01/19/2007	4	COUNTY OF ORANGE			
SH16221	01/02/2007	070072	Jan Law Enforcement	993,318.64	0.00	993,318.64
SH16221	01/02/2007	070072	Jan MDC Maintenance	13,168.60	0.00	13,168.60
			Check # 00222413 Total:	1,006,487.24	0.00	1,006,487.24

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
00222414	01/19/2007	4	COUNTY OF ORANGE			
235920	01/03/2007		06/07 NPDES Co-Permittee Fee	197,450.36	0.00	197,450.36
			Check # 00222414 Total:	197,450.36	0.00	197,450.36
00222415	01/19/2007	4	COUNTY OF ORANGE			
SH15274	10/02/2006	070186	6/23-7/20 Delta Overtime	4,129.23	0.00	4,129.23
			Check # 00222415 Total:	4,129.23	0.00	4,129.23
00222416	01/19/2007	494	COUNTY OF ORANGE			
193326	01/09/2007	070045	Nov Road Maintenance	97,240.27	0.00	97,240.27
			Check # 00222416 Total:	97,240.27	0.00	97,240.27
00222417	01/19/2007	4562	COX MEDIA INC.			
249356	01/02/2007	070068	ME 12/31 Used Recycle Ad	1,860.15	0.00	1,860.15
			Check # 00222417 Total:	1,860.15	0.00	1,860.15
00222418	01/19/2007	1609	D & D DISPOSAL INC			
13625	12/31/2006		Dec Animal Disposal:Shelter	230.00	0.00	230.00
			Check # 00222418 Total:	230.00	0.00	230.00
00222419	01/19/2007	1073	DATAQUICK INFORMATION NETWORK			
B1-907682	12/04/2006	070129	Nov PPD Data Fee:IT	296.52	0.00	296.52
			Check # 00222419 Total:	296.52	0.00	296.52
00222420	01/19/2007	5729	DAVIS, CANDIS			
C066847	01/11/2007		1/11 Ballroom Dance Inst	68.00	0.00	68.00
			Check # 00222420 Total:	68.00	0.00	68.00
00222421	01/19/2007	3768	DEBINAIRE COMPANY			
93592	11/30/2006		11/21 Rpr Boiler:Marg Aqua	160.00	0.00	160.00
			Check # 00222421 Total:	160.00	0.00	160.00
00222422	01/19/2007	653	DENAULT'S TRUE VALUE HARDWARE			
553120	12/10/2006		Dec Janitorial Suppl:Library	77.47	0.00	77.47
553145	12/12/2006		12/12 Rpr/Maint Suppl:CH	49.95	0.00	49.95
553145	12/12/2006		12/12 Rpr/Maint Suppl:Shelter	116.63	0.00	116.63
553197	12/19/2006		12/19 Rpr/Maint Suppl:NPMCSC	40.03	0.00	40.03
553323	01/10/2007		(1) Heater: Sierra	27.14	0.00	27.14
553323	01/10/2007		Misc Supplies: Sierra	9.35	0.00	9.35

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
			Check # 00222422 Total:	320.57	0.00	320.57
00222423	01/19/2007	264	DEPARTMENT OF CONSERVATION			
123106	12/31/2006		QE 12/31 SMIP Fees	865.15	0.00	865.15
			Check # 00222423 Total:	865.15	0.00	865.15
00222424	01/19/2007	5984	DESTINO, ROBERT E.			
C066828	01/08/2007		1/8 Duplicate Bridge Inst	208.80	0.00	208.80
			Check # 00222424 Total:	208.80	0.00	208.80
00222425	01/19/2007	2461	DOGGIE WALK BAGS INC.			
200701002	01/02/2007		(2) Double Cs Dog Walk Bags	474.10	0.00	474.10
200701069	01/09/2007		(2) Double Cs Dog Walk Bags	474.10	0.00	474.10
			Check # 00222425 Total:	948.20	0.00	948.20
00222426	01/19/2007	2164	DUN & BRADSTREET INC.			
8302523-01	12/26/2006		(1) Exporters Encyclopedia	792.94	0.00	792.94
			Check # 00222426 Total:	792.94	0.00	792.94
00222427	01/19/2007	5571	ECONOLITE TRAFFIC ENGINEERING			
I001303	11/30/2006	070069	Nov Traff Signal Maint	1,191.92	0.00	1,191.92
I001323	11/30/2006	070069	Nov Traff Signal Maint	1,450.80	0.00	1,450.80
I001327	11/30/2006	070069	Nov Traff Signal Maint	546.76	0.00	546.76
I001346	11/30/2006	070069	Nov Traff Signal Maint	9,754.04	0.00	9,754.04
I001366	11/30/2006	070069	Nov Traff Signal Maint	751.03	0.00	751.03
I001390	11/30/2006	070069	Nov Traff Signal Maint	10,045.37	0.00	10,045.37
I001391	11/30/2006	070069	Nov Traff Signal Maint	674.16	0.00	674.16
			Check # 00222427 Total:	24,414.08	0.00	24,414.08
00222428	01/19/2007	5904	EMC CORPORATION			
5212001963	11/19/2006	070188	YE 11/07 Disk Extender Supp:IT	1,196.27	0.00	1,196.27
			Check # 00222428 Total:	1,196.27	0.00	1,196.27
00222429	01/19/2007	6004	ENGEO INCORPORATED			
164767	12/15/2006	050352	ME 11/26 Prof Srvc:Ferrocarril	900.00	0.00	900.00
			Check # 00222429 Total:	900.00	0.00	900.00
00222430	01/19/2007	6406	FEHR & PEERS ASSOCIATES INC			
44471	12/08/2006	070227	11/24 Prof Srv:Newhart School	2,797.51	0.00	2,797.51

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Check #	Ck Date	PE-ID	Vendor Name		Gross	Discount	Net
Invoice #	Inv Date	PO #	Description				
			Check # 00222430 Total:		2,797.51	0.00	2,797.51
00222431	01/19/2007	3985	FOODCRAFT INC.				
273184	01/05/2007		Jan Coffee/Kitchen Suppl:Libr		145.66	0.00	145.66
			Check # 00222431 Total:		145.66	0.00	145.66
00222432	01/19/2007	4709	FOX, MARGARET KELLY				
011207	01/12/2007		2WE 1/12 Aerobics Fee		315.00	0.00	315.00
			Check # 00222432 Total:		315.00	0.00	315.00
00222433	01/19/2007	5957	FRIESS CONSTRUCTION INC.				
06678-0105	01/05/2007	070214	1/5 Prof Svcs:Sierra Rec Ctr		3,933.00	0.00	3,933.00
06679-0105	01/05/2007	070215	1/5 Prof Svcs:Marg Rec Ctr		4,859.25	0.00	4,859.25
			Check # 00222433 Total:		8,792.25	0.00	8,792.25
00222434	01/19/2007	4894	GALAZ, SUZY				
011207	01/12/2007		2WE 1/12 Aerobics Fee		102.00	0.00	102.00
			Check # 00222434 Total:		102.00	0.00	102.00
00222435	01/19/2007	1296	GAS COMPANY, THE				
00718342389*J7	01/08/2007		ME 1/4 Natural Gas:Library		3,033.62	0.00	3,033.62
01770820007*J7	01/10/2007		ME 1/8 Natural Gas:Marg Aqua		13,652.62	0.00	13,652.62
04080820006*J7	01/10/2007		ME 1/8 Natural Gas:Marg Aqua		5,655.94	0.00	5,655.94
06160842537*J7	01/08/2007		ME 1/4 Natural Gas: Sierra		24.25	0.00	24.25
18317393934*J7	01/08/2007		ME 1/4 Natural Gas:City Hall		975.62	0.00	975.62
19600831002*J7	01/08/2007		ME 1/4 Natural Gas:Shelter		728.26	0.00	728.26
			Check # 00222435 Total:		24,070.31	0.00	24,070.31
00222436	01/19/2007	1296	GAS COMPANY, THE				
0529704459*J7	01/08/2007		ME 1/1 Natural Gas:City Veh		456.09	0.00	456.09
0969597040*J7	01/08/2007		ME 1/1 Natural Gas:City Veh		219.93	0.00	219.93
			Check # 00222436 Total:		676.02	0.00	676.02
00222437	01/19/2007	TEMP1465	GILBERT, LAWRENCE				
C066384	01/16/2007		Rec #C066384 Refund Deposit		250.00	0.00	250.00
			Check # 00222437 Total:		250.00	0.00	250.00
00222438	01/19/2007	6383	GRANICUS INC				
2528	12/15/2006	070191	ME 1/07 Prof Svcs:IT		1,350.00	0.00	1,350.00

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Check # Invoice #	Ck Date Inv Date	PE-ID PO #	Vendor Name Description	Gross	Discount	Net
			Check # 00222438 Total:	1,350.00	0.00	1,350.00
00222439	01/19/2007	6318	GREEN ANGELS PRIVATE SECURITY			
42	12/10/2006		12/2 Security Guard:NPMCSC	87.00	0.00	87.00
47	12/18/2006		12/16 Security Guard:NPMCSC	72.50	0.00	72.50
68	12/25/2006		12/23 Security Guard:NPMCSC	72.50	0.00	72.50
76	01/01/2007		12/30 Security Guard:NPMCSC	72.50	0.00	72.50
			Check # 00222439 Total:	304.50	0.00	304.50
00222440	01/19/2007	4588	GRIFFITH, GINGER			
011207	01/12/2007		2WE 1/12 Aerobics Fee	128.00	0.00	128.00
			Check # 00222440 Total:	128.00	0.00	128.00
00222441	01/19/2007	720	GSL ASSOCIATES			
010807	01/08/2007	070256	7/1-11/30 Prof Srvcs:SCAG	5,296.25	0.00	5,296.25
			Check # 00222441 Total:	5,296.25	0.00	5,296.25
00222442	01/19/2007	6055	GUARANTEE CLEANING SERVICES IN			
32564	12/01/2006	070023	Dec Janitorial Srvcs:CH/CRC	4,448.00	0.00	4,448.00
32564	12/01/2006	070023	Dec Janitorial Srvcs:Library	3,585.00	0.00	3,585.00
32564	12/01/2006	070023	Dec Janitorial Srvcs:Melinda	293.00	0.00	293.00
32564	12/01/2006	070023	Dec Janitorial Srvcs:Rec Ctrs	2,899.00	0.00	2,899.00
32564A	12/01/2006	070092	Dec Janitorial Srvcs:NPMCSC	1,246.00	0.00	1,246.00
			Check # 00222442 Total:	12,471.00	0.00	12,471.00
00222443	01/19/2007	5189	HALE, JUDI			
011270	01/12/2007		2WE 1/12 Aerobics Fee	272.00	0.00	272.00
			Check # 00222443 Total:	272.00	0.00	272.00
00222444	01/19/2007	6236	HAVS INCORPORATED			
5622	11/17/2006	070047	11/17 Rpr/Maint Projector:IT	3,665.00	0.00	3,665.00
			Check # 00222444 Total:	3,665.00	0.00	3,665.00
00222445	01/19/2007	5987	HI CALIBER COLLISION CENTER			
2449	12/21/2006		12/21 Rpr/Maint:Veh #506	832.00	0.00	832.00
			Check # 00222445 Total:	832.00	0.00	832.00
00222446	01/19/2007	1486	HOME DEPOT			
0612029	12/07/2006		(7) Tower Heaters:Library	301.62	0.00	301.62
0612031	12/07/2006		(4) Tower Heaters:Library	172.36	0.00	172.36

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
1423276	12/06/2006		12/6 Rpr/Maint Suppl:City Hall	113.30	0.00	113.30
3595092	12/04/2006		Misc Supplies:City Hall	185.97	0.00	185.97
5423324	12/12/2006		12/12 Rpr/Maint Suppl:CH	52.41	0.00	52.41
8252214	11/29/2006		11/29 Landscape Suppl:Area #1	338.08	0.00	338.08
9345340	12/18/2006		Misc Supplies:Montanoso	114.54	0.00	114.54
9423199	11/28/2006		11/28 Rpr/Maint Suppl:Library	108.42	0.00	108.42
9423199	11/28/2006		Misc Tools:Library	8.32	0.00	8.32
Check # 00222446 Total:				1,395.02	0.00	1,395.02
00222449	01/19/2007	75	HYDRO-SCAPE PRODUCTS INC.			
04750339-01	12/20/2006	070010	Dec Landscape/Irrig Supplies	6.00	0.12	5.88
04750339-02	12/20/2006	070010	Dec Landscape/Irrig Supplies	97.98	1.96	96.02
04771294-01	12/19/2006	070010	Dec Landscape/Irrig Supplies	60.15	1.20	58.95
04771294-02	12/19/2006	070010	Dec Landscape/Irrig Supplies	209.58	4.19	205.39
04771559-00	12/19/2006	070010	Dec Landscape/Irrig Supplies	797.90	15.96	781.94
04771885-00	12/15/2006	070010	Dec Landscape/Irrig Supplies	48.23	0.96	47.27
04772005-00	12/15/2006	070010	Dec Landscape/Irrig Supplies	1,182.32	23.65	1,158.67
04772005-01	12/19/2006	070010	Dec Landscape/Irrig Supplies	417.51	8.35	409.16
04772005-02	12/21/2006	070010	Dec Landscape/Irrig Supplies	45.51	0.91	44.60
04772253-00	12/15/2006	070010	Dec Landscape/Irrig Supplies	7.13	0.14	6.99
04772609-00	12/15/2006	070010	Dec Landscape/Irrig Supplies	14.01	0.28	13.73
04774731-00	12/18/2006	070010	Dec Landscape/Irrig Supplies	93.74	1.87	91.87
04775158-00	12/19/2006	070010	Dec Landscape/Irrig Supplies	90.56	1.81	88.75
04776347-00	12/19/2006	070010	Dec Landscape/Irrig Supplies	34.91	0.70	34.21
04776860-00	12/19/2006	070010	Dec Landscape/Irrig Supplies	254.24	5.08	249.16
04777439-00	12/20/2006	070010	Dec Landscape/Irrig Supplies	638.08	12.76	625.32
04777473-00	12/20/2006	070010	Dec Landscape/Irrig Supplies	51.05	1.02	50.03
04778307-00	12/20/2006	070010	Dec Landscape/Irrig Supplies	498.91	9.98	488.93
04778548-00	12/20/2006	070010	Dec Landscape/Irrig Supplies	37.73	0.75	36.98
04778835-00	12/21/2006	070010	Dec Landscape/Irrig Supplies	452.45	9.05	443.40
04779473-00	12/22/2006	070010	Dec Landscape/Irrig Supplies	1,380.13	27.60	1,352.53
04779508-00	12/21/2006	070010	Dec Landscape/Irrig Supplies	57.22	1.14	56.08
04779578-00	12/21/2006	070010	Dec Landscape/Irrig Supplies	369.20	7.38	361.82
04779899-00	12/21/2006	070010	Dec Landscape/Irrig Supplies	46.27	0.93	45.34
04780322-00	12/22/2006	070010	Dec Landscape/Irrig Supplies	42.87	0.86	42.01
04780336-00	12/22/2006	070010	Dec Landscape/Irrig Supplies	94.20	1.88	92.32
Check # 00222449 Total:				7,027.88	140.53	6,887.35
00222450	01/19/2007	2094	IRON MOUNTAIN/PACIFIC RECORDS			
GF24421	12/31/2006		Jan City Document Storage	105.00	0.00	105.00
GF28688	12/31/2006		Jan City Document Storage	230.16	0.00	230.16
Check # 00222450 Total:				335.16	0.00	335.16

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
00222451	01/19/2007	5695	IRV SEAVER MOTORCYCLES			
92218573	11/03/2006	070106	Nov Motorcycle Maint:Veh #670	2,656.41	0.00	2,656.41
92220085	11/22/2006	070106	Nov Motorcycle Maint:Veh #543	1,700.58	0.00	1,700.58
92220879	12/07/2006	070106	Dec Motorcycle Maint:Veh #670	56.89	0.00	56.89
Check # 00222451 Total:				4,413.88	0.00	4,413.88
00222453	01/19/2007	1929	JAMEY CLARK INC			
633844	12/26/2006	070011	Dec Park Rpr/Maint:Pavion	205.28	0.00	205.28
633845	12/26/2006	070011	Dec Park Rpr/Maint:Olympiad	556.46	0.00	556.46
633846	12/26/2006	070011	Dec Park Rpr/Maint:Gilleran	146.20	0.00	146.20
633855	12/27/2006	070011	Dec Rpr/Maint:Traff Trailer	217.22	0.00	217.22
633862	12/29/2006	070011	Dec Park Rpr/Maint:Var Loc	688.12	0.00	688.12
633863	12/29/2006	070011	Dec Fountain Maint:Library	225.00	0.00	225.00
633864	12/29/2006	070011	Dec Fountain Maint:Var Loc	502.80	0.00	502.80
633865	12/29/2006	070011	Dec Fountain Maint:Olympiad	314.60	0.00	314.60
633869	12/29/2006	070011	Dec Rpr/Maint:Kershaw Garden	140.00	0.00	140.00
633875	01/04/2007	070011	Jan Rmv Holiday Decor:Var Loc	227.50	0.00	227.50
633876	01/04/2007	070011	Jan Dismantle Santa's Village	1,684.25	0.00	1,684.25
633877	01/04/2007	070011	Dec Park Rpr/Maint:Oso Trail	480.00	0.00	480.00
633880	01/05/2007	070011	Jan Park Rpr/Maint:Sycamore	40.75	0.00	40.75
633883	01/05/2007	070011	Jan Park Rpr/Maint:El Dorado	987.06	0.00	987.06
633887	01/08/2007	070011	Jan Park Rpr/Maint:Curtis	157.50	0.00	157.50
633888	01/08/2007	070011	Jan Park Rpr/Maint:Linda Vista	179.87	0.00	179.87
Check # 00222453 Total:				6,752.61	0.00	6,752.61
00222454	01/19/2007	6433	JUPITERIMAGES			
9752	01/04/2007		YE 3/08 Subsc:Liquid Library	1,848.00	0.00	1,848.00
Check # 00222454 Total:				1,848.00	0.00	1,848.00
00222455	01/19/2007	6095	KITATANI, MAMI			
011270	01/12/2007		2WE 1/12 Aerobics Fee	68.00	0.00	68.00
Check # 00222455 Total:				68.00	0.00	68.00
00222456	01/19/2007	4585	KLIEGL, DEB			
011207	01/12/2007		2WE 1/12 Aerobics Fee	350.00	0.00	350.00
Check # 00222456 Total:				350.00	0.00	350.00
00222457	01/19/2007	2327	KNORR SYSTEMS INC			
SI69841	11/30/2006		11/6 Rpr Pool/Spa Boiler:Mont	836.14	0.00	836.14
Check # 00222457 Total:				836.14	0.00	836.14

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
00222458	01/19/2007	6007	KOFF & ASSOCIATES INC.			
203	01/02/2007	070241	ME 12/31 Prof Srv:Audit HR	3,877.09	0.00	3,877.09
			Check # 00222458 Total:	3,877.09	0.00	3,877.09
00222459	01/19/2007	6053	KOPPEL & GRUBER PUBLIC FINANCE			
06-1249	12/31/2006	070064	QE 12/31 Annual Admin Srvcs	1,098.75	0.00	1,098.75
			Check # 00222459 Total:	1,098.75	0.00	1,098.75
00222460	01/19/2007	2514	LAKE FOREST ANIMAL CLINIC			
22431	12/08/2006		Dec Veterinary Srvcs	19.28	0.00	19.28
			Check # 00222460 Total:	19.28	0.00	19.28
00222461	01/19/2007	3708	LANDS' END BUSINESS OUTFITTERS			
05254368	12/27/2006		MV Wear Clothing	57.44	0.00	57.44
			Check # 00222461 Total:	57.44	0.00	57.44
00222462	01/19/2007	371	LEAGUE OF CALIFORNIA CITIES			
011207	01/12/2007		3/14-16 Conf Reg Fee:Anderson	480.00	0.00	480.00
			Check # 00222462 Total:	480.00	0.00	480.00
00222463	01/19/2007	2882	LESLIE'S SWIMMING POOL SUPPLIE			
87-169994	12/01/2006		12/1 Rpr/Maint Suppl:Marg Aqua	7.15	0.00	7.15
87-170388	12/06/2006	070022	Dec Pool Chemicals:Montanoso	446.99	0.00	446.99
87-170390	12/06/2006	070022	Dec Pool Chemicals:Marg Aqua	1,554.77	0.00	1,554.77
87-170814	12/14/2006	070022	Dec Pool Chemicals:Marg Aqua	102.34	0.00	102.34
87-171247	12/21/2006	070022	Dec Pool Chemicals:Marg Aqua	1,651.97	0.00	1,651.97
87-172065	01/05/2007	070022	Jan Pool Chemicals:Montanoso	220.26	0.00	220.26
87-172081	01/05/2007	070022	Jan Pool Chemicals:Marg Aqua	102.29	0.00	102.29
87-172082	01/05/2007		1/5 Rpr/Maint Suppl:Marg Aqua	9.08	0.00	9.08
			Check # 00222463 Total:	4,094.85	0.00	4,094.85
00222464	01/19/2007	4989	LINDY OFFICE PRODUCTS			
011Q1038	12/13/2006		Dec Office Supplies	67.03	0.00	67.03
011Q2906	12/27/2006		First Aid Suppl Kit:Montanoso	56.75	0.00	56.75
011Q2906	12/27/2006		Misc Supplies: Montanoso	27.88	0.00	27.88
			Check # 00222464 Total:	151.66	0.00	151.66
00222465	01/19/2007	4654	LITHOMASTERS PRINTING			
24426	12/04/2006		(2500) Winter Newsletters:NPM	995.61	0.00	995.61
24429	12/04/2006		(1500) Dec Calendars:NPMCSC	670.33	0.00	670.33

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
			Check # 00222465 Total:	1,665.94	0.00	1,665.94
00222466	01/19/2007	1057	MAIN STREET TOURS			
34102	12/13/2006		12/13 Sr Trip Bal:Boat Parade	2,970.00	0.00	2,970.00
34129	12/15/2006		12/15 Sr Trip Bal:Boat Parade	3,364.00	0.00	3,364.00
			Check # 00222466 Total:	6,334.00	0.00	6,334.00
00222467	01/19/2007	5382	MARINA HILLS ANIMAL HOSPITAL I			
49480	01/06/2007		Jan Veterinary Srvc	100.00	0.00	100.00
			Check # 00222467 Total:	100.00	0.00	100.00
00222468	01/19/2007	4793	MCMASTER & JACKSON INC.			
07-120	01/01/2007	070040	ME 12/31 Prof Srvc:Irrig Mgmt	2,845.00	0.00	2,845.00
			Check # 00222468 Total:	2,845.00	0.00	2,845.00
00222469	01/19/2007	3706	MISSION PARK PET HOSPITAL			
187550	01/08/2007		Jan Veterinary Srvc	127.50	0.00	127.50
			Check # 00222469 Total:	127.50	0.00	127.50
00222470	01/19/2007	TEMP5475	MISSION VIEJO BAHA'I FUND			
C066386	01/16/2007		Rec #C066386 Refund Deposit	250.00	0.00	250.00
			Check # 00222470 Total:	250.00	0.00	250.00
00222471	01/19/2007	2543	MISSION VIEJO RENTALS			
MV369185A	10/21/2006		10/21 Add'l Deliv:Red Ribbon	30.00	0.00	30.00
			Check # 00222471 Total:	30.00	0.00	30.00
00222472	01/19/2007	211	MOULTON NIGUEL WATER			
010407	01/04/2007		2ME 1/2 Water:MOSS	264.04	0.00	264.04
010407A	01/04/2007		2ME 1/2 Water:MOSS	12,227.80	0.00	12,227.80
010407A	01/04/2007		2ME 1/2 Water:Parks	3,853.84	0.00	3,853.84
010407B	01/04/2007		2ME 1/2 Water:MOSS	8,016.88	0.00	8,016.88
010407B	01/04/2007		2ME 1/2 Water:Parks	1,777.06	0.00	1,777.06
93017820*J7	01/04/2007		2ME 1/2 Water:City Hall	289.08	0.00	289.08
93017820*J7	01/04/2007		2ME 1/2 Water:Library	192.72	0.00	192.72
93017840*J7	01/04/2007		2ME 1/2 Water:City Hall	38.40	0.00	38.40
93017840*J7	01/04/2007		2ME 1/2 Water:Library	25.60	0.00	25.60
			Check # 00222472 Total:	26,685.42	0.00	26,685.42
00222473	01/19/2007	5596	MV SERVICE CENTERS INC.			

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
50760	11/17/2006	070024	Nov Rpr/Maint:Veh #505	41.92	0.00	41.92
50814	11/27/2006	070024	Nov Rpr/Maint:Veh #603	808.52	0.00	808.52
50818	11/28/2006	070024	Nov Rpr/Maint:Veh #506	141.52	0.00	141.52
50820	11/29/2006	070024	Nov Rpr/Maint:Veh #406	1,301.05	0.00	1,301.05
50874	12/08/2006	070024	Dec Rpr/Maint:Veh #262	85.73	0.00	85.73
50885	12/11/2006	070024	Dec Rpr/Maint:Veh #405	1,587.12	0.00	1,587.12
50895	12/12/2006	070024	Dec Rpr/Maint:Veh #260	319.18	0.00	319.18
50912	12/13/2006	070024	Dec Rpr/Maint:Veh #405	21.44	0.00	21.44
50934	12/18/2006	070024	Dec Rpr/Maint:Veh #603	49.12	0.00	49.12
Check # 00222473 Total:				4,355.60	0.00	4,355.60
00222474	01/19/2007	5745	NEIL ENTERPRISES INC.			
26122337	12/27/2006		(3) Cs Passport Photo Paper	579.87	0.00	579.87
Check # 00222474 Total:				579.87	0.00	579.87
00222475	01/19/2007	5644	NIEVES LANDSCAPE INC.			
38240	12/01/2006	070014	Dec Monthly Maint:Area #6	27,109.17	0.00	27,109.17
Check # 00222475 Total:				27,109.17	0.00	27,109.17
00222476	01/19/2007	452	OCB REPROGRAPHICS INC.			
4536511	12/06/2006		Outside Printing:Sierra	52.80	0.00	52.80
4538353	12/07/2006		Outside Printing:Shelter	81.62	0.00	81.62
4557313	12/20/2006		Outside Printing:Sierra	33.94	0.00	33.94
4560675	12/21/2006		Outside Printing:Marg Rec Ctr	87.28	0.00	87.28
4575439	01/04/2007		Outside Printing:Marg Rec Ctr	67.28	0.00	67.28
Check # 00222476 Total:				322.92	0.00	322.92
00222477	01/19/2007	3278	OCPOA RANGE STORE			
750	12/20/2006		Nylon Gear:J Christian	344.90	0.00	344.90
762	01/09/2007		(4)Flshlght Batteries:Phillips	68.53	0.00	68.53
Check # 00222477 Total:				413.43	0.00	413.43
00222478	01/19/2007	511	OFFICE DEPOT BUSINESS SERVICES			
365003031-001	12/21/2006		(2) Filters: Montanoso	71.43	0.00	71.43
365003031-001	12/21/2006		Dec Kitchen Supplies:Montanoso	29.83	0.00	29.83
365003031-001	12/21/2006		Dec Office Supplies:Montanoso	27.50	0.00	27.50
365097684-001	12/21/2006		Dec Office Supplies	198.69	0.00	198.69
366524140-001	12/12/2006		Dec Office Supplies:Montanoso	68.50	0.00	68.50
367018455-001	12/21/2006		(4) Rms Copier Paper:Montanoso	43.84	0.00	43.84
367018455-001	12/21/2006		Dec Coffee Supplies: Montanoso	22.99	0.00	22.99
367021343-001	12/21/2006		(1) Cs Copier Paper:Montanoso	43.09	0.00	43.09
367027839-001	12/19/2006		(1) Chair: Mg Tennis	183.16	0.00	183.16

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Invoice #	Inv Date	PO #	Description			
367027839-001	12/19/2006		Dec Office Supplies:Montanoso	7.86	0.00	7.86
367682312-001	12/21/2006		(1) Heater:NPMCSC	42.01	0.00	42.01
367682312-001	12/21/2006		(1) Stapler:NPMCSC	34.47	0.00	34.47
367682312-001	12/21/2006		(9) Rms Copier Paper:NPMCSC	74.79	0.00	74.79
367682312-001	12/21/2006		Dec Office Supplies:NPMCSC	71.28	0.00	71.28
368450732-001	12/28/2006		(1) Collapsible Cart	28.00	0.00	28.00
368450732-001	12/28/2006		Dec Office Supplies:Council	131.81	0.00	131.81
368935606-001	01/04/2007		Jan Office Supplies:Montanoso	50.28	0.00	50.28
368935606-001	01/04/2007		Misc Supplies: Montanoso	187.66	0.00	187.66
369399422-001	01/04/2007		(1) Cs Copier Paper:Corp Yard	36.78	0.00	36.78
369399422-001	01/04/2007		Jan Office Supplies:Corp Yard	35.74	0.00	35.74
Check # 00222478 Total:				1,389.71	0.00	1,389.71
00222479	01/19/2007	2652	ORANGE COUNTY BUSINESS COUNCIL			
010807	01/08/2007		2/20 Conf Reg Fee:G Reavis	50.00	0.00	50.00
Check # 00222479 Total:				50.00	0.00	50.00
00222480	01/19/2007	TEMP6525	ORANGE COUNTY ISLAMIC FOUNDATI			
C066381	01/16/2007		Rec #C066381 Refund Deposit	250.00	0.00	250.00
Check # 00222480 Total:				250.00	0.00	250.00
00222481	01/19/2007	18	ORANGE COUNTY REGISTER, THE			
123006	12/30/2006		1/13-6/29 Subscription Renewal	119.47	0.00	119.47
Check # 00222481 Total:				119.47	0.00	119.47
00222482	01/19/2007	1103	ORANGE COUNTY TRANSPORTATION			
AR121086	12/18/2006		Nov Sr Meal Transport Program	545.85	0.00	545.85
Check # 00222482 Total:				545.85	0.00	545.85
00222483	01/19/2007	TEMP1872	PARADISE DRINKING WATER			
907605	01/08/2007		2WE 1/8 Water:Shelter	22.90	0.00	22.90
Check # 00222483 Total:				22.90	0.00	22.90
00222484	01/19/2007	857	PARSONS BRINCKERHOFF QUADE & D			
AR 315772	12/12/2006	060302	ME 11/24 Prof Svcs:MVTAM	686.21	0.00	686.21
AR 315777	12/12/2006	060303	ME11/24 Prf Sv:Circ Elem Supp	78.82	0.00	78.82
Check # 00222484 Total:				765.03	0.00	765.03
00222485	01/19/2007	2606	PC MAGAZINE			
010907	01/09/2007		(1) Yr Subsc:D Le	25.00	0.00	25.00

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
Check # 00222485 Total:				25.00	0.00	25.00
00222486	01/19/2007	0994	PETRA GEOTECHNICAL INC.			
0034929	08/31/2006		ME 8/30 Geotech Srvcs:Oso Pkwy	1,342.40	0.00	1,342.40
0036170-IN	11/30/2006	050452	ME 11/30 Geotech Srvcs:NPMCSC	20,024.25	0.00	20,024.25
Check # 00222486 Total:				21,366.65	0.00	21,366.65
00222487	01/19/2007	3715	PLANTSCAPERS, THE			
14878	12/01/2006	070121	Rpl Plants:Library	44.18	0.00	44.18
14970	12/08/2006	070121	Rpl Plants:NPMCSC	22.09	0.00	22.09
14971	12/08/2006	070121	Rpl Plants:Library	44.18	0.00	44.18
15005	12/15/2006	070121	Rpl Plants:NPMCSC	22.09	0.00	22.09
15173	12/15/2006	070121	Dec Plant Maint:Shelter	80.00	0.00	80.00
15174	12/15/2006	070121	Dec Plant Maint:NPMCSC	141.00	0.00	141.00
15175	12/15/2006	070121	Dec Plant Maint:Library	375.00	0.00	375.00
Check # 00222487 Total:				728.54	0.00	728.54
00222488	01/19/2007	5634	POL-AIR INC.			
5829	12/29/2006		12/11 HVAC Rpr/Maint:Library	680.00	0.00	680.00
5830	12/29/2006		12/15 HVAC Rpr/Maint:Library	267.28	0.00	267.28
Check # 00222488 Total:				947.28	0.00	947.28
00222489	01/19/2007	6038	PROMOTIONAL SOURCE			
18942	12/28/2006		Saddle Bags:Community Srv Comm	166.22	0.00	166.22
18942	12/28/2006		Saddle Bags:IAC Commission	166.22	0.00	166.22
18942	12/28/2006		Saddle Bags:Planning Comm	166.22	0.00	166.22
Check # 00222489 Total:				498.66	0.00	498.66
00222490	01/19/2007	6421	PROMOTIONALKEYCHAINS.BIZ			
KCI120606	12/11/2006		(1000) Keychains:NPMCSC	848.00	0.00	848.00
Check # 00222490 Total:				848.00	0.00	848.00
00222491	01/19/2007	E3459	RAMSEY, MARY ANNE			
011107	01/11/2007		Reissue Lost PR CK#45905	1,231.99	0.00	1,231.99
011107A	01/11/2007		Reissue Lost PR CK#45957	1,271.27	0.00	1,271.27
Check # 00222491 Total:				2,503.26	0.00	2,503.26
00222492	01/19/2007	397	REHER'S MISSION FLORIST & GIFT			
2098	12/30/2006		12/22 Sympathy Flowers:Stokes	53.88	0.00	53.88
Check # 00222492 Total:				53.88	0.00	53.88

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Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
00222493	01/19/2007	2115	RICHARDS WATSON & GERSHON			
150056	12/31/2006		Nov Legal Serv:Administration	2,406.13	0.00	2,406.13
150057	12/31/2006		Nov Legal Serv:Personnel	2,511.02	0.00	2,511.02
150058	12/31/2006		Nov Legal Serv:Planning	3,270.60	0.00	3,270.60
150059	12/31/2006		Nov Legal Serv:Code Enf	197.50	0.00	197.50
150060	12/31/2006		Nov Legal Serv:Public Wks	130.50	0.00	130.50
150061	12/31/2006		Nov Legal Serv:Cable TV	63.00	0.00	63.00
150062	12/31/2006		Nov Legal Serv:Ladera Rch Proj	72.50	0.00	72.50
150063	12/31/2006		Nov Legal Serv:Ferrocarril	691.00	0.00	691.00
150064	12/31/2006		Nov Legal Serv:Montanoso Lit	342.00	0.00	342.00
150065	12/31/2006		Nov Legal Serv:Adv Mejia	10,755.28	0.00	10,755.28
150068	12/31/2006		Nov Legal Serv:Admin Spec Proj	4,451.99	0.00	4,451.99
150080	12/31/2006		Nov Legal Serv:Retainer	22,963.88	0.00	22,963.88
			Check # 00222493 Total:	47,855.40	0.00	47,855.40
00222494	01/19/2007	6284	RIGAS, SANDY			
011207	01/12/2007		2WE 1/12 Aerobics Fee	35.00	0.00	35.00
			Check # 00222494 Total:	35.00	0.00	35.00
00222495	01/19/2007	1516	RJM DESIGN GROUP INC.			
20284	12/29/2006		ME 11/30 Pln Ck Srv:MV Twn Ctr	160.00	0.00	160.00
20285	12/29/2006		ME11/30Pln Ck Srv:MV Acute Twr	2,918.00	0.00	2,918.00
			Check # 00222495 Total:	3,078.00	0.00	3,078.00
00222496	01/19/2007	716	RONO COMPANY			
17546	12/18/2006		(1) City of MV Flag	689.60	0.00	689.60
			Check # 00222496 Total:	689.60	0.00	689.60
00222497	01/19/2007	1527	RPW SERVICES INC.			
43795	11/30/2006	070066	Nov Weed Control:El Toro Creek	740.00	0.00	740.00
44145	12/30/2006	070066	Dec Weed Control:El Toro Creek	740.00	0.00	740.00
			Check # 00222497 Total:	1,480.00	0.00	1,480.00
00222498	01/19/2007	4678	S. PARKER ENGINEERING INC.			
PP#15H*070016	12/18/2006	070016	Dec Hardscape Rprs:TRPCC	1,147.82	0.00	1,147.82
PP#22C*070015	12/28/2006	070015	Dec Rmv/Rpl Concrete:Var Loc	3,835.25	0.00	3,835.25
			Check # 00222498 Total:	4,983.07	0.00	4,983.07
00222499	01/19/2007	6209	SAGE SOFTWARE INC.			
03486208-061206	12/05/2006	070232	(1) Asset Acctg Software	11,911.95	0.00	11,911.95

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Invoice #	Inv Date	PO #	Description			
Check # 00222499 Total:				11,911.95	0.00	11,911.95
00222501	01/19/2007	130	SAN DIEGO GAS & ELECTRIC			
010507	01/05/2007		ME 1/4 Electric:Traff Signals	231.48	0.00	231.48
010807	01/08/2007		ME 1/4 Electric:Traff Signals	649.58	0.00	649.58
010807A	01/08/2007		ME 1/4 Electric:Traff Signals	609.07	0.00	609.07
010807B	01/08/2007		ME 1/4 Electric:Traff Signals	189.56	0.00	189.56
010807C	01/08/2007		ME 1/5 Electric:Traff Signals	777.02	0.00	777.02
010907	01/09/2007		ME 1/5 Electric:Traff Signals	321.18	0.00	321.18
010907A	01/09/2007		ME 1/5 Electric:Traff Signals	373.60	0.00	373.60
011107	01/11/2007		ME 1/5 Electric:Traff Signals	77.78	0.00	77.78
01466881731*J7	01/09/2007		ME 1/3 Electric:Library	16,011.38	0.00	16,011.38
11215690077*J7	01/08/2007		ME 1/4 Electric: Felipe	1,453.00	0.00	1,453.00
13465326717*J7	01/08/2007		ME 1/5 Electric:MOSS	18.38	0.00	18.38
16320092275*J7	01/05/2007		ME 1/3 Electric:City Hall	9,521.45	0.00	9,521.45
27875550260*J7	01/05/2007		ME 1/4 Electric:Shelter	133.19	0.00	133.19
48087447962*J7	01/08/2007		ME 1/5 Electric:Via Angelina	12.15	0.00	12.15
56778259059*J7	01/09/2007		ME 1/5 Electric: Montanoso	3,260.99	0.00	3,260.99
67450108027*J7	01/05/2007		ME 1/4 Electric:Shelter	1,985.77	0.00	1,985.77
Check # 00222501 Total:				35,625.58	0.00	35,625.58
00222502	01/19/2007	130	SAN DIEGO GAS & ELECTRIC			
10262431864*J7	01/11/2007		ME 1/8 Electric:MOSS	907.21	0.00	907.21
10262799351*J7	01/11/2007		ME 1/8 Electric:Parks	2,446.18	0.00	2,446.18
68335042480*J7	01/11/2007		ME 1/8 Electric:TRPCC	462.07	0.00	462.07
Check # 00222502 Total:				3,815.46	0.00	3,815.46
00222503	01/19/2007	14	SANTA MARGARITA WATER DISTRICT			
010207	01/02/2007		ME 12/28 Water:MOSS	2,868.03	0.00	2,868.03
010207	01/02/2007		MW 12/28 Water:Parks	2,616.79	0.00	2,616.79
010307	01/03/2007		ME 1/2 Water:MOSS	1,173.68	0.00	1,173.68
010307	01/03/2007		ME 1/2 Water:Parks	1,772.98	0.00	1,772.98
010407	01/04/2007		ME 1/3 Water:MOSS	1,275.77	0.00	1,275.77
010407	01/04/2007		ME 1/3 Water:Parks	7,672.04	0.00	7,672.04
15540282705*J7	01/04/2007		ME 1/3 Water:Shelter	547.89	0.00	547.89
15540459535*J7	01/04/2007		ME 1/3 Water:Shelter	165.00	0.00	165.00
15540459545*J7	01/04/2007		ME 1/3 Water:Shelter	51.99	0.00	51.99
Check # 00222503 Total:				18,144.17	0.00	18,144.17
00222504	01/19/2007	4583	SCHMITZ, VICTORIA LABOUFF			
011207	01/12/2007		2WE 1/12 Aerobics Fee	148.00	0.00	148.00
Check # 00222504 Total:				148.00	0.00	148.00

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Invoice #	Inv Date	PO #	Description			
00222505	01/19/2007	1528	SCPMA - HR			
120106	12/01/2006		YE 12/07 Member Dues:Fellenzer	40.00	0.00	40.00
			Check # 00222505 Total:	40.00	0.00	40.00
00222506	01/19/2007	2730	SIR SPEEDY PRINTER OF SOUTH			
54679	12/30/2006		(2K) Encroachment Permit Forms	790.30	0.00	790.30
54814	01/11/2007		(2K)Letter of Transmittal Form	341.41	0.00	341.41
			Check # 00222506 Total:	1,131.71	0.00	1,131.71
00222507	01/19/2007	2288	SOUTH ORANGE COUNTY REGIONAL			
011007	01/10/2007		2/22 Mayor's Address:B Curley	30.00	0.00	30.00
011007	01/10/2007		2/22 Mayor's Address:Bernardi	30.00	0.00	30.00
			Check # 00222507 Total:	60.00	0.00	60.00
00222508	01/19/2007	2952	SOUTH ORANGE COUNTY TELEVIDEO			
1013	12/31/2006	070094	12/31Videotape/Edit Animal Hse	500.00	0.00	500.00
			Check # 00222508 Total:	500.00	0.00	500.00
00222509	01/19/2007	4183	SOUTHERN CALIFORNIA EDISON			
2014157077*J7	01/06/2007		ME 1/4 Electric:Parks	10,265.61	0.00	10,265.61
2014158653*J7	01/11/2007		ME 1/3 Electric:MOSS	4,490.37	0.00	4,490.37
2040272304*J7	01/05/2007		ME 1/5 Electric:Melinda House	64.70	0.00	64.70
2183658491*J7	01/05/2007		ME 1/3 Electric:Parks	16.33	0.00	16.33
2219411030*J7	01/11/2007		ME 1/3 Electric:MOSS	27.32	0.00	27.32
2232475517*J7	01/06/2007		ME 1/1 Electric:Street Lights	40,756.44	0.00	40,756.44
			Check # 00222509 Total:	55,620.77	0.00	55,620.77
00222510	01/19/2007	630	SPARKLETTS DRINKING WATER			
1206237480940940	12/30/2006		Dec Coffee/Supplies:NPMCSC	324.39	0.00	324.39
12062375130	12/30/2006		Nov/Dec Coffee/Suppl:Shelter	161.59	0.00	161.59
			Check # 00222510 Total:	485.98	0.00	485.98
00222512	01/19/2007	2701	SPECTRUM CARE LANDSCAPE & IRRIGATION			
0042047-IN	12/01/2006	070018	Dec Monthly Maint:Area #4	16,376.66	0.00	16,376.66
0042048-IN	12/01/2006	070019	Dec Monthly Maint:Area #5	22,884.26	0.00	22,884.26
0042299-IN	12/31/2006	070033	Dec Landscape Maint:Area #9	750.00	0.00	750.00
0042300-IN	12/31/2006	070033	Dec Landscape Maint:Area #9	310.00	0.00	310.00
0042301-IN	12/31/2006	070033	Jan Landscape Maint:Area #9	480.00	0.00	480.00
0042302-IN	12/31/2006	070032	Dec Landscape Maint:Area #8	70.00	0.00	70.00
0042303-IN	12/31/2006	070032	Dec Landscape Maint:Area #8	785.49	0.00	785.49

City of Mission Viejo
Check Register
Week Ending 01/19/07

Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
0042304-IN	12/31/2006	070032	Jan Landscape Maint:Area #8	960.00	0.00	960.00
0042306-IN	12/31/2006	070021	Dec Landscape Maint:Area #10	480.00	0.00	480.00
0042308-IN	12/31/2006	070020	Dec Landscape Maint:Area #7	776.00	0.00	776.00
0042309-IN	12/31/2006	070021	Dec Landscape Maint:Area #10	417.21	0.00	417.21
0042310-IN	12/31/2006	070020	Dec Landscape Maint:Area #7	211.89	0.00	211.89
0042311-IN	12/31/2006	070018	Dec Landscape Maint:Area #4	1,710.00	0.00	1,710.00
0042312-IN	12/31/2006	070018	Dec Landscape Maint:Area #4	1,687.50	0.00	1,687.50
0042313-IN	12/31/2006	070018	Dec Landscape Maint:Area #4	1,710.00	0.00	1,710.00
0042324-IN	12/31/2006	070018	Dec Landscape Maint:Area #4	2,800.00	0.00	2,800.00
0042325-IN	12/31/2006	070018	Dec Landscape Maint:Area #4	414.00	0.00	414.00
0042326-IN	12/31/2006	070018	Dec Landscape Maint:Area #4	3,960.00	0.00	3,960.00
0042350-IN	12/31/2006	070020	Dec Landscape Maint:Area #7	6,470.00	0.00	6,470.00
Check # 00222512 Total:				63,253.01	0.00	63,253.01
00222513	01/19/2007	1726	STAPLES BUSINESS ADVANTAGE			
3078824542	12/21/2006		Functional Supplies:Library	9.44	0.00	9.44
3078824545	12/21/2006		(3) Cs Copier Paper:Library	170.32	0.00	170.32
3079528727	01/04/2007		Jan Office Supplies:Library	16.16	0.00	16.16
Check # 00222513 Total:				195.92	0.00	195.92
00222514	01/19/2007	2198	SUNGARD BI-TECH INC.			
0628445	11/30/2006	030461	Budget Overview/Training:IT	400.50	0.00	400.50
0628629	11/30/2006	030461	Install Documents Online:IT	2,250.00	0.00	2,250.00
0628964	12/31/2006	030461	DL4 DO Training:IT	375.00	0.00	375.00
0629057	12/31/2006	030461	ELF Signature Change:IT	300.00	0.00	300.00
Check # 00222514 Total:				3,325.50	0.00	3,325.50
00222515	01/19/2007	1865	SUNSET PROPERTY SERVICES			
056628	12/19/2006	070034	12/6 Spec Sweep:Oso Pkwy/Marg	150.00	0.00	150.00
056631	12/19/2006	070034	12/6 Special Sweep:La Paz	100.00	0.00	100.00
056633	12/19/2006	070034	12/14 Special Sweep:Arion Way	535.00	0.00	535.00
056659	12/28/2006	070034	12/11 Spec Sweep:Mg/Hillcrest	465.00	0.00	465.00
056661	12/28/2006	070034	12/12 Special Sweep:Var Loc	328.02	0.00	328.02
056663	12/28/2006	070034	12/14 Spec Swp:Via Santa Clara	131.00	0.00	131.00
056665	12/28/2006	070034	12/15 Special Sweep:Felipe	89.70	0.00	89.70
056668	12/28/2006	070034	12/20 Special Sweep:Trabuco	141.30	0.00	141.30
057050	12/31/2006	070034	Dec Street Sweep:Alisos Villas	300.00	0.00	300.00
057051	12/31/2006	070034	Dec Street Sweeping	25,850.87	0.00	25,850.87
Check # 00222515 Total:				28,090.89	0.00	28,090.89
00222516	01/19/2007	5216	SUSPENDED AQUATIC MENTOR INC.			
7498	01/02/2007		Speedblock Starter Pack:Sierra	71.39	0.00	71.39

City of Mission Viejo
Check Register
Week Ending 01/19/07

Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
Check # 00222516 Total:				71.39	0.00	71.39
00222517	01/19/2007	5190	TANGRAM INTERIORS			
272091	12/22/2006	070212	(8) Conference Room Chairs	3,543.51	0.00	3,543.51
273141	01/05/2007	070228	(2) Chairs: Montanoso	1,045.26	0.00	1,045.26
Check # 00222517 Total:				4,588.77	0.00	4,588.77
00222518	01/19/2007	4774	TOWNSEND, LYNETTE			
011207	01/12/2007		2WE 1/12 Aerobics Fee	315.00	0.00	315.00
Check # 00222518 Total:				315.00	0.00	315.00
00222519	01/19/2007	6169	TRANSWESTERN PUBLISHING			
010107	01/01/2007	060228	Jan Adv: Mg Tennis	196.00	0.00	196.00
010107	01/01/2007	060228	Reclass Adv: Montanoso	-196.00	0.00	-196.00
010107	01/01/2007	060228	Reclass Adv: Sierra	196.00	0.00	196.00
Check # 00222519 Total:				196.00	0.00	196.00
00222520	01/19/2007	TEMP8781	TRINIDAD, ROSALIO			
C066761	01/16/2007		Rec #C066761 Refund Deposit	100.00	0.00	100.00
Check # 00222520 Total:				100.00	0.00	100.00
00222521	01/19/2007	4942	TV MAGIC INC			
0000009806	11/29/2006	070193	11/29 Rpr Satellite:MVTV	344.91	0.00	344.91
0000010059	01/05/2007	070190	Time Lapse Photography Sys:NPM	2,000.00	0.00	2,000.00
9063	11/01/2006	070234	Rpr Audio/Video Sys:Council	3,600.00	0.00	3,600.00
Check # 00222521 Total:				5,944.91	0.00	5,944.91
00222522	01/19/2007	4167	UNIQUE MANAGEMENT SERVICES INC			
156504	08/01/2006	070260	Initial Placements	349.05	0.00	349.05
157179	09/01/2006	070260	Initial Placements	322.20	0.00	322.20
157870	10/01/2006	070260	Initial Placements	196.90	0.00	196.90
158550	11/01/2006	070260	Initial Placements	349.05	0.00	349.05
159233	12/01/2006	070260	Initial Placements	250.60	0.00	250.60
Check # 00222522 Total:				1,467.80	0.00	1,467.80
00222523	01/19/2007	2575	UNITED PACIFIC PET LLC			
924898	01/08/2007		Jan Shelter Supplies	805.85	0.00	805.85
Check # 00222523 Total:				805.85	0.00	805.85
00222524	01/19/2007	3021	UNITED STATES POSTAL SERVICE			

City of Mission Viejo
Check Register
Week Ending 01/19/07

Check #	Ck Date	PE-IC	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
011207	01/12/2007		Dial-A-Taxi Postcard Mailing	1,800.00	0.00	1,800.00
			Check # 00222524 Total:	1,800.00	0.00	1,800.00
00222525	01/19/2007	2042	UNITED WAY OF ORANGE COUNTY			
011207	01/17/2007		1/12 PR:Employee Contribution	548.48	0.00	548.48
			Check # 00222525 Total:	548.48	0.00	548.48
00222526	01/19/2007	2899	VA CONSULTING INC.			
26056	12/18/2006	070145	ME 11/30 Eng Srv:Oso Pkwy Wdn	3,121.10	0.00	3,121.10
			Check # 00222526 Total:	3,121.10	0.00	3,121.10
00222527	01/19/2007	0740	VANDERGEEST LANDSCAPE CARE			
3002	01/04/2007	070035	Dec Monthly Maint:Area #1	23,770.00	0.00	23,770.00
3003	01/04/2007	070036	Dec Monthly Maint:Area #3	15,229.00	0.00	15,229.00
3014	01/05/2007	070035	Dec Landscape Maint:Area #1	136.00	0.00	136.00
3015	01/05/2007	070035	Dec Landscape Maint:Area #1	90.00	0.00	90.00
3016	01/05/2007	070035	Dec Landscape Maint:Area #1	374.00	0.00	374.00
3017	01/05/2007	070035	Jan Landscape Maint:Area #1	800.00	0.00	800.00
			Check # 00222527 Total:	40,399.00	0.00	40,399.00
00222528	01/19/2007	3136	VAVRINEK TRINE DAY & CO			
0040572-IN	11/30/2006	060437	PE 11/30 Prof Srvcs:CUSD Audit	2,400.00	0.00	2,400.00
			Check # 00222528 Total:	2,400.00	0.00	2,400.00
00222529	01/19/2007	2319	VERIZON WIRELESS			
2101601714	12/25/2006		ME 12/25 Cell Phone:G Reavis	61.11	0.00	61.11
2101601714	12/25/2006		ME 12/25 Cell Phone:JP Ledesma	61.11	0.00	61.11
2101601714	12/25/2006		ME 12/25 Cell Phone:L MacLean	84.15	0.00	84.15
2101601714	12/25/2006		ME 12/25 Cell Phone:T Kelley	66.33	0.00	66.33
2101601715	12/25/2006		ME 12/25 Wireless Card:Himmel	50.69	0.00	50.69
2101601715	12/25/2006		ME 12/25 Wireless Card:IT	50.69	0.00	50.69
2101601715	12/25/2006		ME 12/25 Wireless Card:M Nieto	50.69	0.00	50.69
2101601715	12/25/2006		ME 12/25 Wireless Crd:Ohlhaber	50.69	0.00	50.69
			Check # 00222529 Total:	475.46	0.00	475.46
00222530	01/19/2007	E1352	VIGIL, ALICE			
120106	12/01/2006		2WE 12/21 Mileage Exp Reimb	7.57	0.00	7.57
			Check # 00222530 Total:	7.57	0.00	7.57
00222531	01/19/2007	3846	VIOLE, DAWN			
011207	01/12/2007		2WE 1/12 Aerobics Fee	99.00	0.00	99.00

City of Mission Viejo
Check Register
Week Ending 01/19/07

Check #	Ck Date	PE-ID	Vendor Name	Gross	Discount	Net
Invoice #	Inv Date	PO #	Description			
Check # 00222531 Total:				99.00	0.00	99.00
00222532	01/19/2007	6385	WELLDYNE RXWEST INC			
SLS065391	12/01/2006	070226	11/16-30 Prof Srv:Sharps Prog	342.51	0.00	342.51
SLS066436	01/02/2007	070226	12/16-31 Prof Srv:Sharps Prog	423.20	0.00	423.20
Check # 00222532 Total:				765.71	0.00	765.71
00222533	01/19/2007	6249	WILLIAMS, PAMELA ANN			
011207	01/12/2007		2WE 1/12 Aerobics Fee	34.00	0.00	34.00
Check # 00222533 Total:				34.00	0.00	34.00
00222534	01/19/2007	E3400	WYLIE, KAREN			
011007	01/10/2007		12/14 Chamber Appr Bkfst Reimb	157.38	0.00	157.38
Check # 00222534 Total:				157.38	0.00	157.38
00222535	01/19/2007	2466	XEROX CORPORATION			
022259091	01/01/2007	070097	9/29-12/30 Copy Charges	2,451.29	0.00	2,451.29
022259091	01/01/2007	070097	Dec Svc Maint Agreement	51.50	0.00	51.50
022259092	01/01/2007	070090	9/29-12/22 Copy Charges	273.65	0.00	273.65
022259092	01/01/2007	070090	Dec Svc Maint Agreement	128.00	0.00	128.00
Check # 00222535 Total:				2,904.44	0.00	2,904.44
TOTAL ALL ACCOUNTS PAYABLE CHECKS						<u>2,161,725.15</u>
01/19/07 PAYROLL, CK #'S 45992-46048 INCLUDES DIRECT DEPOSIT AND PAYROLL TAX DEPOSITS						<u>277,137.82</u>
GRAND TOTAL						<u><u>\$2,438,862.97</u></u>

I hereby certify and attest that the above listed demands are in accordance with the City's Budget, and, in accordance with Section 37202 of the Government Code, I certify and attest to the accuracy and availability of funds for the payment thereof.


 Irwin B. Bornstein
 Assistant City Manager/Director of Administrative Services



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

CHECK REGISTER DATED JANUARY 19, 2007, IN THE AMOUNT OF \$2,438,862.97

Recommended Action

Ratify the accompanying check register.

Executive Summary

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting. Demands for payment of those invoices which do not conform to an approved budget will be presented to the City Council for approval, prior to payment, on a Preliminary Check Register.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

Previous Relevant Council Actions for This Item

October 22, 1990 – Approved Council policy 300-4
February 2, 2004 – Approved the revision of Council policy 300-4

Attachments

Exhibit

Fiscal Impact:

Amount Requested \$
Sufficient Budgeted Funds Available?: Yes ___ No ___ (If no, see attached fiscal analysis)
Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager



AGENDA REPORT

FROM PLANNING & TRANSPORTATION COMMISSION

Meeting Date

February 5, 2007

Agenda Title

Change in Meeting Time for Regular Planning Commission Meetings

Recommended Action

Adopt Resolution 07-XX Changing the Established Meeting Time for the Planning Commission.

Executive Summary

The Planning Commission expressed a desire to change the meeting time for regular Planning Commission meetings from their current 7:00 p.m. starting time. At the January 22, 2007 Planning Commission meeting, the Commission by a unanimous 5-0 vote recommended to the City Council changing the regular Planning Commission meeting start time to 6:30 p.m. The Commission will continue to meet on the second and fourth Monday of each month.

Previous Relevant Council Actions for This Item

None.

Attachments

Draft Resolution.

Exhibit – Planning Commission Staff Report and related attachments and minutes for background information.

Fiscal Impact:

Amount Requested \$ n/a

Sufficient Budgeted Funds Available?: Yes ___ No ___ (If no, see attached fiscal analysis)

Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

Charles E. Wilson
Community Development Director

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs.

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager



City of Mission Viejo

Planning and Transportation Commission Staff Report

Date: January 10, 2007

To: Planning and Transportation Commission

From: Charles E. Wilson, Director of Community Development *C.E.W.*

For: Planning and Transportation Commission Meeting of January 22, 2007

Subject: Change in Meeting Time for the Planning and Transportation Commission

RECOMMENDED ACTION

As necessary.

DISCUSSION

At the January 8, 2007 meeting, Chairman Schweinberg inquired about changing the starting time of the Commission meetings. I've placed this item on the Commission's agenda for discussion.

The current Planning Commission meeting time of holding regularly scheduled meetings on the second and fourth Monday of each month at the hour of 7:00 p.m. was established by the City Council on March 24, 1997 by the adoption of Resolution No. 97-49. Assistant City Attorney Pittman advised me that if the Commission by consensus desires to make a change to the meeting time, the Commission should direct staff to forward the Commission's recommended meeting time to the City Council for consideration and appropriate action.

For comparison, City Council meetings begin at 5:00 p.m. with presentations, public comments, and public hearings held at 6:00 p.m. The Community Services Commission meetings begin at 6:30 p.m. Also, I've attached for reference a staff survey of other Planning Commission meeting times for Orange County cities.

PLANNING COMMISSION MEETING TIME SURVEY

	City	Separate Planning Commission	Combined Planning Commission & Council	Meeting Start Time
1	Aliso Viejo	No	Yes	7:00 p.m.
2	Anaheim	Yes	No	1:30 p.m.
3	Brea	Yes	No	7:00 p.m.
4	Buena Park	Yes	No	7:00 p.m.
5	Costa Mesa	Yes	No	6:30 p.m.
6	Cypress	No	Yes	7:00 p.m.
7	Dana Point	Yes	No	7:00 p.m.
8	Fountain Valley	Yes	No	7:00 p.m.
9	Fullerton	Yes	No	7:00 p.m.
10	Garden Grove	Yes	No	7:00 p.m.
11	Huntington Beach	Yes	No	7:00 p.m.
12	Irvine	Yes	No	5:30 p.m.
13	La Habra	Yes	No	7:00 p.m.
14	La Palma	No	Yes	7:00 p.m.
15	Laguna Beach	Yes	No	7:00 p.m.
16	Laguna Hills	No	Yes	7:00 p.m.
17	Laguna Niguel	Yes	No	7:00 p.m.
18	Laguna Woods	No	Yes	2:00 p.m.
19	Lake Forest	Yes	No	7:00 p.m.
20	Los Alamitos	Yes	No	7:00 p.m.
21	Newport Beach	Yes	No	6:30 p.m.
22	Orange	Yes	No	7:00 p.m.
23	Placentia	Yes	No	6:30 p.m.
24	Rancho Santa Margarita	Yes	No	6:30 p.m.
25	San Clemente	Yes	No	7:00 p.m.
26	San Juan Capistrano	Yes	No	7:00 p.m.
27	Santa Ana	Yes	No	5:30 p.m.
28	Seal Beach	Yes	No	7:30 p.m.
29	Stanton	Yes	No	6:30 p.m.
30	Tustin	Yes	No	7:00 p.m.
31	Villa Park	No	Yes	7:30 p.m.
32	Westminster	Yes	No	7:00 p.m.
33	Yorba Linda	Yes	No	7:00 p.m.
34	County of Orange	Yes	No	1:30 p.m.

RESOLUTION NO. 97-49

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MISSION VIEJO ESTABLISHING THE MEETING TIME
FOR THE PLANNING COMMISSION**


**THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES RESOLVE
AS FOLLOWS:**

Section 1. Establishing Meeting Time . The Planning Commission shall hold regularly scheduled meetings on the second and fourth Monday of each month at the hour of 7:00 p.m.

Section 2. This action supersedes any previous action for setting the date and time of the Planning Commission meetings.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 24th day of March, 1997.




William S. Craycraft
Mayor

I, IVY J. JOSEPH, City Clerk of the City of Mission Viejo hereby certify that the foregoing Resolution No. 97-49 was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on March 24, 1997, by the following vote of the Council:

AYES: BUTTERFIELD, CRAYCRAFT, POTOCKI, SMITH, WITHROW
NOES: NONE
ABSENT: NONE

ATTEST:



Ivy J. Joseph
City Clerk

[SEAL]



AGENDA REPORT

Meeting Date

March 24, 1997

Agenda Title

Change in Day for the Regular City Council Meetings

Recommended Action

(1) Introduce Ordinance No. 97-XX and Adopt Ordinance No. 97-XX as an Urgency Ordinance, each Amending Section 2.04.010 of the Municipal Viejo Municipal Code Relating to the Time of Regular Council Meetings, and (2) Adopt Resolution No. 97-XX Establishing the Meeting Time for the Planning Commission, or as necessary.

Executive Summary

The City Council expressed a desire to change the day for the regular City Council meetings from the second and fourth Mondays to the first and third Mondays of each month.

City Council meeting times are set by ordinance. The necessary ordinance is presented for introduction to implement this change, should this be the City Council's direction. Additionally, an urgency ordinance making the change is also presented so that the change can take place immediately.

Changing the City Council meetings to the first and third Mondays of each month, will require changing the Planning Commission meetings to the second and fourth Mondays of each month.

Previous Relevant Council Actions for This Item

Council Comments—Mayor Pro Tem Withrow, March 10, 1997

Attachments

Ordinance No. 97-XX
Urgency Ordinance No. 97-XX

Resolution No. 97-XX

Fiscal Impact:

Amount Requested \$ N/a

Sufficient Budgeted Funds Available?: Yes ___ No ___ (if no, see attached fiscal analysis)

Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Submitted By

Reviewed By

Daniel P. Joseph
City Clerk

Daniel P. Joseph
City Manager

Peter M. Thorson
City Attorney

Irwin Bornstein
Finance/Risk Mgmt.

MAR 24 1997 17:51 32

**EXCERPT FROM MISSION VIEJO
PLANNING AND TRANSPORTATION COMMISSION
MEETING SUMMARY**

January 22, 2007

NEW BUSINESS

CHANGE IN MEETING TIME FOR THE PLANNING AND TRANSPORTATION
COMMISSION

On motion by Vice Chairman Sandzimier, seconded by Commissioner Beauchamp, and unanimously carried, the Commission recommended changing the regular Planning Commission meeting start time to 6:30 p.m.

STAFF COMMENTS

Director Wilson reminded the Commission that on Monday, January 15th at the City Council meeting there will be a ceremonial oath of office for all new Commissioners and he urged them to attend. He added shortly after all the Commissions have been appointed, there will be a Commission Recognition Dinner to recognize all new and outgoing Commissioners.

COMMISSIONER COMMENTS

Commissioner Atkinson stated he was honored to be on the Commission and was looking forward to a productive two year term.

Commissioner Beauchamp thanked everyone for the warm welcome and stated she appreciated the meeting with the staff last week and is looking forward to the next two years.

Chairman Schweinberg asked that two documents from Western Cities magazine that were included in the December 1st packet to the Commissioners be copied for the new Commissioners. The articles were on ethics and senior affordable housing. Director Wilson stated he would copy and distribute the documents for the new Commissioners. Chairman Schweinberg discussed the list of email addresses for the Commissioners. Director Wilson noted the IT department has requested that the Commissioners use the City email account for City business. In response to a question on how to contact the City Attorney, Assistant City Attorney Pittman stated he would provide each Commissioner with his business card. Chairman Schweinberg and Director Wilson reviewed for the new Commissioners the procedures for agenda binders and mail folders. Chairman Schweinberg asked that review of the commencement time for the Planning and Transportation Commission meetings be put on the next agenda for discussion. Director Wilson stated the City Council would have to approve any change to the start time of the meetings.

Vice Chairman Sandzimier discussed the Commission becoming more efficient in facilitating through the agenda. One suggestion was that as Consent Calendar items are generally routine, they should for the most part not have to be pulled for discussion. He stated he would be open to changing the start time of the meeting to 6:30 p.m. Lastly, he wished everyone a Happy New Year.

Director Wilson clarified for Vice Chairman Sandzimier that the Planning and Transportation Commission does not set goals for the year. Commissioners and staff serve the City Council, and he advised they discuss their ideas with their appointing Council member. Chairman Schweinberg suggested when speaking to the Council, if they have any particular focus for the Traffic or Design Review Committees or for the Commission that it could be mentioned at the Planning and Transportation Commission meetings under Commissioner Comments.

Commissioner Leckness asked for clarification on how to address the Chairman and other Commissioners. He stated he was fine with either keeping the current meeting time or changing it.

RESOLUTION 2007-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO
CHANGING THE ESTABLISHED MEETING TIME FOR THE PLANNING
COMMISSION

THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES HEREBY RESOLVE
AS FOLLOWS:

Section 1. Establishing Meeting Time. The Planning Commission shall hold regularly
scheduled meetings on the second and fourth Monday of each month at the hour of 6:30 p.m.

Section 2. This action supersedes any previous action setting the date and time of
Planning Commission meetings.

Section 3. This resolution shall not become effective until March 1, 2007.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this __ day of _____, 2007.

Gail Reavis, Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of
Mission Viejo at a regularly scheduled meeting thereof, held on the __ day of _____, 20__ by the
following vote of the Council:

AYES:

NOES:

ABSENT:

ATTEST:

Karen Hamman, City Clerk

RESOLUTION 07-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO
CHANGING THE ESTABLISHED MEETING TIME FOR THE PLANNING
COMMISSION**

THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES HEREBY RESOLVE
AS FOLLOWS:

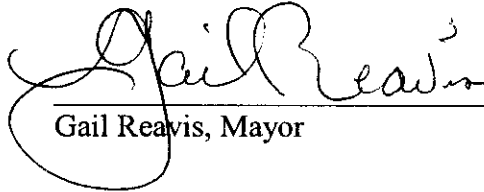
Section 1. Establishing Meeting Time. The Planning Commission shall hold regularly scheduled meetings on the second and fourth Monday of each month at the hour of 6:30 p.m.

Section 2. This action supersedes any previous action setting the date and time of Planning Commission meetings.

Section 3. This resolution shall not become effective until March 1, 2007.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2007.



Gail Reavis, Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the 5th day of February, 2007 by the following vote of the Council:

AYES: Kelley, Ledesma, MacLean, Reavis, and Ury
NOES: None
ABSENT: None

ATTEST:



Karen Hamman, City Clerk



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Norman P. Murray Community and Senior Center Expansion Project (CIP 994)

Recommended Action

Award the alarm services contract for the subject project to Pyro-Comm Systems, Inc. in the amount of \$23,010.

Executive Summary

This professional services contract is for the purchase and installation of equipment including conduit, security/access control system and fire alarm system hardware for the community center expansion. This is the same alarm company who installed and monitors the current alarm system at the Norman P. Murray Community and Senior Center thus this was a sole source proposal.

On September 18, 2006, City Council awarded the construction contract for the Norman P. Murray Community and Senior Center Expansion; approved the proposal for various inspections, material testing, and engineering services; and increased the purchase order for geotechnical services. At that time, staff indicated alarm services, audio visual equipment/services, communications services, and additional design services were not included.

Previous Relevant Council Actions for This Item

November 15, 2004 - Directed staff to issue RFQ's for architectural and construction management services; March 7, 2005 - Awarded architect and construction management contracts and amended budget; June 6, 2005 - Awarded contract for CEQA compliance; July 5, 2005 - Approved Concept Plan and Change Orders No. 1 & No. 2 to Architect; December 5, 2005 - Approved Planned Development PDP2005-154; March 6, 2006 - Directed staff to include grading of the entire site, reconstruction of one soccer field, and related site improvements in the project scope of work; April 3, 2006 - Approved Change Order No. 3 to Architect; June 19, 2006 - Approved bid specifications, authorized staff to advertise for bids, & set a special meeting to award construction contract; September 18, 2006 - Awarded the construction contract, approved the inspections, testing, and engineering services proposal, increased purchase order for geotechnical investigative services, and amended the budget; November 6, 2006 - Approved Change Order #4 to Architect.

Attachments:

Exhibit A – Budget Summary and Exhibit B – Pyro-Comm Systems, Inc. Contract

Fiscal Impact:

Amount Requested **\$23,010**

Sufficient Budgeted Funds Available?: Yes x No

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# 994 Fund 101 General

Prepared By

M. Kelly Doyle, Director
Recreation & Community Services

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs.

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis Wilberg
City Manager

**NORMAN P. MURRAY CENTER EXPANSION PROJECT
BUDGET SUMMARY**

Budget - Funding Sources

\$3,000,000.00	State Urban Parks Grant (FY 2005)
\$400,000.00	General Fund (FY 2005)
\$250,000.00	CDBG Fund (FY 2006)
\$125,000.00	General Fund (FY 2006)
\$3,601,370.00	General Fund (FY 2007)
\$225,000.00	Mission Viejo Foundation (FY 2007)
<u>\$1,965,000.00</u>	<u>Park Development Fees (FY 2007)</u>
\$9,566,370.00	Grand Total Budget

Expenses/Encumbrances

\$658,950.00	Robert R. Coffee (Architect)
\$348,850.00	Friess Construction (Construction Manager)
\$29,807.99	Hodge & Associates (Environmental Studies)
\$62,955.00	PETRA Geotechnical, Inc. (Geotechnical Studies)
\$9,566.44	RJM Design Group (Sportsfield Options & Site Plan Development)
\$77.15	OCB Reprographics
\$70.52	Consolidated Reprographics
\$2,115.51	Inspection Services (Permits)
\$300.16	O.C. Register
\$307.01	Federal Express
\$22,073.00	Charles Abbott Assoc.
\$8,210,887.00	Douglas E. Barnhart, Inc.
\$3,404.85	TV Magic (Time Lapse Photography)
\$6,178.00	Santa Margarita Water District
<u>\$222.97</u>	<u>Board of Equalization</u>
\$9,355,765.60	Total Expenses/Encumbrances

Budget Balance

\$9,566,370.00	Grand Total Budget
<u>\$9,355,765.60</u>	<u>Total Expenses/Encumbrances</u>
\$210,604.40	Budget Balance
\$23,010.00	<u>Pyro-Comm Systems (Pending Council Approval)</u>
<u>\$25,256.00</u>	<u>Douglas E. Barnhart C.O. #2 (Pending Council Approval)</u>
\$162,338.40	Budget Balance

CITY OF MISSION VIEJO

AGREEMENT WITH PYRO-COMM SYSTEMS, INC. FOR ALARM SERVICES OVER \$15,000 (Insurance Required)

THIS AGREEMENT, is made and effective as of January 15, 2007, between the **City of Mission Viejo**, a municipal corporation ("City") and Pyro-Comm Systems, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on January 15, 2007, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2008, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **twenty-three thousand ten dollars (\$23,010.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$15,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to

all nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

6. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as

necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

9. INSURANCE REQUIREMENTS. Consultant 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 Consultant, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit B**. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

10. INDEPENDENT CONTRACTOR.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for

performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION.

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691
Attention: Director of Recreation & Community Services

To Consultant: Pyro-Comm Systems, Inc.
15531 Container Lane
Huntington Beach, CA 92649-1530
Attention: Kevin Gregory

14. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Kevin Gregory shall perform the services described in this Agreement. Kevin Gregory may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Kevin Gregory from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

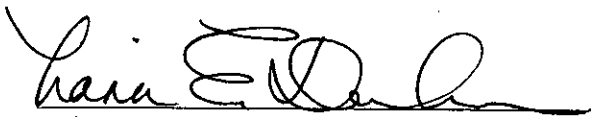
17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PYRO-COMM SYSTEMS, INC.


Kevin Gregory

CITY OF MISSION VIEJO

Dennis Wilberg
City Manger

Attest:

Karen Hamman
City Clerk

[Two signatures of corporate officers required]

Approved As to Form:

William Curley
City Attorney



QUOTATION

TO: City Of Mission Viejo

DATE: 07-31-06

ATTN: David Cendejas

PROJECT: Norman P Murray Community and Senior Center

This quotation supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this quotation are not subject to oral changes or other agreements unless approved by seller in writing. Quotation valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other caused beyond seller's control. Terms inconsistent with order will not be binding on seller. There is a re-stocking fee equal to minimum of 25% of the manufacturers' list price on all returned material.

Per our conversation we present to provide and install to your conduit to include the following:

Security/Access Control System

- 1 - Security/access control panel
- 1 - Security keypad
- 1 - Zone expansion card
- 5 - Access control interface modules
- 5 - Card readers
- 37- Recessed door contacts
- 37- Addressable modules
- 4 - Ceiling mount motion detectors
- 13- Wall mount motion detectors
- 1 - Network interface
- 1 - Customer software

Connect to devices provided and installed by other to include the following:

- Electrified door locks with request to exit devices.
- Customer provided network.
- Telephone line at control panel.

Price for the above outlined work is \$18,685.00 and includes tax.



Fire Alarm

- 1 - Fire Alarm Control Panel
- 1 - Annunciator
- 1 - Manual Pull Station
- 1 - Smoke Detector
- 1 - Multi-Candela Horn/Strobe
- 1 - Connection to Sprinkler Bell
- 1 - Connection to Sprinkler Tamper Switch
- 1 - Connection to Sprinkler Flow Switch
- 1 - Connection to P.I.V tamper switch

Connect to devices provided and installed by others to include the following:

- 1 - Sprinkler Tamper Switch
- 1 - Sprinkler Flow Switch
- 1 - PIV Switch
- 2 - Telephone lines at control panel

Price for the above outlined work is \$4,325.00 and includes tax.

CONDITIONS/EXCLUSIONS:

1. Work shall not be performed until a contract/purchase order has been received and approved by this office.
2. On projects that require plan check and/or submittals, no work shall be performed until all approvals have been received by this office. The liability for any work requested prior to approvals shall be the sole responsibility of the owner/company requesting said work.
3. To insure against manufactures price increases and to avoid backorders, PCSI reserves the right to purchase the equipment required within 30days of contract and submittal approval and to invoice the owner/contractor when the equipment is received.
4. Invoicing shall be monthly, based on progress of labor and material. PCSI reserves the right to stop work when any invoice exceeds 30 days past due.
5. Disputed charges; the owner/contractor shall not retain any amount that exceeds the value of any disputed item including its labor.
6. Retention is due upon completion of order.
7. Final Inspection is included, although if PCSI has to return for additional inspections due to caused beyond our control add \$500.00 per visit.
8. PCSI does not accept responsibility for discounts in payments, back charges, or other adjustments, without receipt of written



notification to PCSI of specific problems and/or conditions. Should adjustments be found to be appropriate and correct PCSI will provide written authorization to proceed.

9. No central station monitoring is provided in this quotation. Owners can sign separate monthly monitoring agreement to their two telephones lines. Three relays will be provided if monitoring is to be by others (common alarm, common trouble & supervisory). Any additional relays can be purchased separately.
10. A CAD files will be required before plans can be started. Send CAD Files to CAD@Pyrocomm.com, Allow up to ten working days for plan engineering to start after receipt of CAD files. Allow minimum ten days of engineering. Allow two weeks at plan check minimum.
11. High-lifts or scaffolding, as required for access above 12 feet, shall be provided by the Contractor. Two lifts at a minimum will be provided to Pyro-Comm and additional lifts will be provided as job pace requires.
12. Failure to follow PCSI plans may result in additional labor to investigate and correct electricians' work to meet PCSI's engineered plans at \$75.00 an hour plus travel time. PCSI will not be responsible for delays in meeting your final inspection dates if plans are not followed.
13. Electrical contractor to call for rough wire inspection after PCSI has completed wire rough in. Finish devices shall not be hung until electrical contractor has received rough wire inspection. Any finish equipment asked to be hung prior to rough wire inspection shall be electrical contractors' responsibility.
14. All work to be during normal hours (7:00am to 3:00pm)
15. Allow three working days for notification for inspectors to be on site.
16. All software programming of systems to remain the property of PCSI.
17. Mounting and 120vac EM Circuit to cabinets provided by PCSI by electrical contractor.
18. Mounting and weatherproofing of duct smoke detectors to duct work by mechanical contractor. All damper/fan shut down wiring from duct smoke detectors by electrical contractor. All air velocity testing by mechanical contractor.
19. All wiring of 120vac and greater by electrical contractor.
22. All access panels to service any alarm equipment or junction boxes by others.
23. Patching and painting by others.
24. Parking to be provided on site.
25. Work areas to be asbestos free.
26. All conduit runs outside of building to have 1/4" nylon pull ropes installed by electrical contractor.
27. A one year warranty is offered only. Additional warranties must be negotiated with the principals of PCSI.



Pyro-Comm Systems, Inc

Exhibit A

15531 Container Lane - Huntington Beach, CA 92649-1530
(714) 902-8000 Fax (714) 902-8001

C10 #612153

- 28. Additional Labor and travel time can be purchased at \$75.00 an hour.
- 29. Defective material must be returned in original cartons and must be accompanied wit an RMA from PCSI.

RESPECTFULLY SUBMITTED BY,

Pyro-Comm Systems,

**Authorized
Acceptance:** _____

Title: _____

Date: _____

Kevin Gregory

EXHIBIT B

INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **one million dollars** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

Professional Liability Insurance. Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

Consultant and City further agree as follows:

1. This Exhibit supercedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 11 85 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with

regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.

10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.

CITY OF MISSION VIEJO**AGREEMENT WITH PYRO-COMM SYSTEMS, INC.
FOR ALARM SERVICES OVER \$15,000
(Insurance Required)**

THIS AGREEMENT, is made and effective as of February 5, 2007, between the **City of Mission Viejo**, a municipal corporation ("City") and Pyro-Comm Systems, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on February 5, 2007, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2008, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **twenty-three thousand ten dollars (\$23,010.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$15,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to

all nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

6. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as

necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

9. INSURANCE REQUIREMENTS. Consultant 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 Consultant, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit B**. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

10. INDEPENDENT CONTRACTOR.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for

performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION.

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Mission Viejo
 200 Civic Center
 Mission Viejo, California 92691
 Attention: Director of Recreation & Community Services

To Consultant: Pyro-Comm Systems, Inc.
 15531 Container Lane
 Huntington Beach, CA 92649-1530
 Attention: Kevin Gregory

14. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Kevin Gregory shall perform the services described in this Agreement. Kevin Gregory may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Kevin Gregory from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

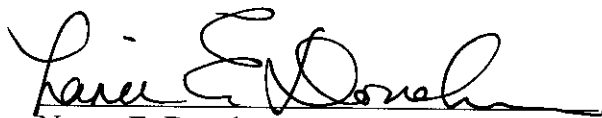
17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PYRO-COMM SYSTEMS, INC.



Nancy E. Donahue
Owner

CITY OF MISSION VIEJO

Dennis Wilberg
City Manger

Devi Wilbey

Attest:

Karen Hamman
Karen Hamman
City Clerk

[Two signatures of corporate officers required]

Approved As to Form:
William Curley
William Curley
City Attorney



QUOTATION

TO: City Of Mission Viejo

DATE: 07-31-06

ATTN: David Cendejas

PROJECT: Norman P Murray Community and Senior Center

This quotation supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this quotation are not subject to oral changes or other agreements unless approved by seller in writing. Quotation valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other caused beyond seller's control. Terms inconsistent with order will not be binding on seller. There is a re-stocking fee equal to minimum of 25% of the manufacturers' list price on all returned material.

Per our conversation we present to provide and install to your conduit to include the following:

Security/Access Control System

- 1 - Security/access control panel
- 1 - Security keypad
- 1 - Zone expansion card
- 5 - Access control interface modules
- 5 - Card readers
- 37- Recessed door contacts
- 37- Addressable modules
- 4 - Ceiling mount motion detectors
- 13- Wall mount motion detectors
- 1 - Network interface
- 1 - Customer software

Connect to devices provided and installed by other to include the following:

- Electrified door locks with request to exit devices.
- Customer provided network.
- Telephone line at control panel.

Price for the above outlined work is \$18,685.00 and includes tax.



Fire Alarm

- 1 - Fire Alarm Control Panel
- 1 - Annunciator
- 1 - Manual Pull Station
- 1 - Smoke Detector
- 1 - Multi-Candela Horn/Strobe
- 1 - Connection to Sprinkler Bell
- 1 - Connection to Sprinkler Tamper Switch
- 1 - Connection to Sprinkler Flow Switch
- 1 - Connection to P.I.V tamper switch

Connect to devices provided and installed by others to include the following:

- 1 - Sprinkler Tamper Switch
- 1 - Sprinkler Flow Switch
- 1 - PIV Switch
- 2 - Telephone lines at control panel

Price for the above outlined work is \$4,325.00 and includes tax.

CONDITIONS/EXCLUSIONS:

1. Work shall not be performed until a contract/purchase order has been received and approved by this office.
2. On projects that require plan check and/or submittals, no work shall be performed until all approvals have been received by this office. The liability for any work requested prior to approvals shall be the sole responsibility of the owner/company requesting said work.
3. To insure against manufactures price increases and to avoid backorders, PCSI reserves the right to purchase the equipment required within 30days of contract and submittal approval and to invoice the owner/contractor when the equipment is received.
4. Invoicing shall be monthly, based on progress of labor and material. PCSI reserves the right to stop work when any invoice exceeds 30 days past due.
5. Disputed charges; the owner/contractor shall not retain any amount that exceeds the value of any disputed item including its labor.
6. Retention is due upon completion of order.
7. Final Inspection is included, although if PCSI has to return for additional inspections due to caused beyond our control add \$500.00 per visit.
8. PCSI does not accept responsibility for discounts in payments, back charges, or other adjustments, without receipt of written



- notification to PCSI of specific problems and/or conditions. Should adjustments be found to be appropriate and correct PCSI will provide written authorization to proceed.
9. No central station monitoring is provided in this quotation. Owners can sign separate monthly monitoring agreement to their two telephones lines. Three relays will be provided if monitoring is to be by others (common alarm, common trouble & supervisory). Any additional relays can be purchased separately.
 10. A CAD files will be required before plans can be started. Send CAD Files to CAD@Pyrocomm.com, Allow up to ten working days for plan engineering to start after receipt of CAD files. Allow minimum ten days of engineering. Allow two weeks at plan check minimum.
 11. High-lifts or scaffolding, as required for access above 12 feet, shall be provided by the Contractor. Two lifts at a minimum will be provided to Pyro-Comm and additional lifts will be provided as job pace requires.
 12. Failure to follow PCSI plans may result in additional labor to investigate and correct electricians' work to meet PCSI's engineered plans at \$75.00 an hour plus travel time. PCSI will not be responsible for delays in meeting your final inspection dates if plans are not followed.
 13. Electrical contractor to call for rough wire inspection after PCSI has completed wire rough in. Finish devices shall not be hung until electrical contractor has received rough wire inspection. Any finish equipment asked to be hung prior to rough wire inspection shall be electrical contractors' responsibility.
 14. All work to be during normal hours (7:00am to 3:00pm)
 15. Allow three working days for notification for inspectors to be on site.
 16. All software programming of systems to remain the property of PCSI.
 17. Mounting and 120vac EM Circuit to cabinets provided by PCSI by electrical contractor.
 18. Mounting and weatherproofing of duct smoke detectors to duct work by mechanical contractor. All damper/fan shut down wiring from duct smoke detectors by electrical contractor. All air velocity testing by mechanical contractor.
 19. All wiring of 120vac and greater by electrical contractor.
 22. All access panels to service any alarm equipment or junction boxes by others.
 23. Patching and painting by others.
 24. Parking to be provided on site.
 25. Work areas to be asbestos free.
 26. All conduit runs outside of building to have 1/4" nylon pull ropes installed by electrical contractor.
 27. A one year warranty is offered only. Additional warranties must be negotiated with the principals of PCSI.



- 28. Additional Labor and travel time can be purchased at \$75.00 an hour.
- 29. Defective material must be returned in original cartons and must be accompanied with an RMA from PCSI.

RESPECTFULLY SUBMITTED BY,

Pyro-Comm Systems,

Authorized

Acceptance: _____

Title: _____

Date: _____

Kevin Gregory

EXHIBIT B

INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **one million dollars** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

Professional Liability Insurance. Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

Consultant and City further agree as follows:

1. This Exhibit supercedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 11 85 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.

10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Norman P. Murray Community and Senior Center Expansion (CIP 994)

Recommended Action

Approve Change Order No. 2 to Douglas E. Barnhart, Inc. in the amount of \$25,256 for additional construction costs for the Norman P. Murray Center Expansion.

Executive Summary

On September 18, 2006, City Council awarded the contract for the Norman P. Murray Center Expansion construction services to Douglas E. Barnhart, Inc. in the amount of \$8,202,599. Since that time, the City Manager authorized Change Order #1 in the amount of \$8,288 for providing a 30-day landscape maintenance period, additional designated disabled parking to remain until April 7, 2007, plus removal and disposal of 7 palm trees instead of relocating them. Due to the inclusion of a large trellis and construction of a building pad subdrain as required by geotechnical inspectors, it is recommended to approve Change Order #2 to Douglas E. Barnhart, Inc. in a not to exceed amount of \$25,256.

Previous Relevant Council Actions for This Item

- November 15, 2004 - Directed staff to issue RFQ's for architectural and construction management services;
- March 7, 2005 - Awarded architect and construction management contracts and amended budget;
- June 6, 2005 - Awarded contract for CEQA compliance
- July 5, 2005 - Approved Concept Plan and Change Orders No. 1 & No. 2 to Architect
- December 5, 2005 – Approved Planned Development PDP2005-154
- March 6, 2006 – Directed staff to include grading of the entire site, reconstruction of one soccer field, and related site improvements in the project scope of work
- April 3, 2006 – Approved Change Order No. 3 to Architect
- June 19, 2006 – Approved bid specifications, authorized staff to advertise for bids, & set a special meeting to award construction contract
- September 18, 2006 – Awarded the construction contract, approved the inspections, testing, and engineering services proposal, increased purchase order for geotechnical investigative services, and amended the budget
- November 6, 2006 – Approved Change Order No. 4 to Architect

Attachments

Draft Change Order #2 – Douglas E. Barnhart, Inc.; Exhibit A - Budget Summary

Fiscal Impact:

Amount Requested: \$25,256
Sufficient Budgeted Funds Available?: Yes x No (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# 994 Fund# 101

Prepared By

M. Kelly Doyle
Director of Recreation & Comm. Serv.

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Services

Reviewed By

William P. Curley, III
City Attorney

Submitted By

Dennis Wilberg
City Manager



CITY OF MISSION VIEJO
Recreation & Community Services Projects

Contract Change Order

City of Mission Viejo Contract Number: A06-30

Purchase Order # 070209

Date of This Change Order: 2/5/07

Change Order # 2

Project: Norman P. Murray Center Expansion (CIP 994)

Contractor: Douglas E. Barnhart, Inc.

City Council Meeting Date: 2/5/07

All work done under this change order shall be in strict conformance to the project contract documents and all applicable sections therein.

Description of changes, additions and deletions to the project: Additional cost for inclusion of large trellis (\$10,458.00) & constructing a building pad subdrain as required by geotechnical inspectors (\$14,798.00) = \$25,256.00.

Original contract dates: Begin Date: 10/12/06 End Date: 11/21/07

Change in contract dates: Begin Date: N/A End Date: N/A

Account Code(s) this change order: 0611018050/9940001017 (\$25,256.00)

Change in contract terms: N/A

Original Contract Amount: \$8,202,599.00

Table with 2 columns: Description and Amount. Rows include Original purchase order number, Original purchase order total, Authorized change orders to date, Revised purchase order total, This change order (increase), and New purchase order total (s).

New Contract Amount: \$8,236,143.00

Accepted by: [Signature] Arthur L. Barnhart, Douglas E. Barnhart, Inc.

Date: 1/10/07

Approved by: M. Kelly Doyle, Director of Recreation & Community Services

Approved by: Dennis Wilberg, City Manager

DOUGLAS E. BARNHART, INC.
ESTIMATE FOR CHANGE ORDER

COR #1

CONTRACT: Job #6059	CONTRACT TITLE: Job Name: Norman P. Murray Community and Senior Center	DATE: 1/8/2007
CHANGE DESCRIPTION: Additional cost for inclusion of large trellis in Area #1 into project.		
1. Labor		
2. Material		
3. Equipment		
4. Other Items & Expenditures		0.00
5. Subtotal (lines 1 - 4)		0.00
6. Markup	15.00%	0.00
7. Subtotal (lines 6+5)		0.00
SUBCONTRACTOR'S WORK		
COMPANY	REMARKS	
Junior Steel		
	Deletion of 1/2 total trellis cost per Value Engineering requested by City (The total amount is inclusive of work by all trades related to the trellises)	(65,363.00)
	Addition of large trellis cost for Area #1 (\$130,726 x 58% = &75,821) (The large trellis represents 58% of the combined work for both trellises)	75,821.00
8. Subcontractor's Work Total		10,458.00
9. Markup on Subcontractor's Work	0.00%	0.00
10. Subtotal (lines 8+9)		10,458.00
CHANGE ORDER TOTALS		
11. Prime Contractor & Subcontractor Costs (lines 7+10)		10,458.00
12. Bond Cost (1% of line 11)		0.00
13. Subtotal (lines 11+12)		10,458.00
14. Total Cost (lines 13+14)		10,458.00
TIME EXTENSION AND JUSTIFICATION		
	0	CALENDAR DAYS
Cost Code		
NAME AND TITLE OF PREPARER		
Dave Creek Project Manager		

DOUGLAS E. BARNHART, INC.
ESTIMATE FOR CHANGE ORDER

COR #4

CONTRACT: Job #6059	CONTRACT TITLE: Job Name: Norman P. Murray Community and Senior Center	DATE: 1/8/2007
CHANGE DESCRIPTION: Construct subdrain per Petra Geotechnical memo dated 10/25/2006. Grade bottom of excavation for 1.0 % minimum slope. Install 106 lf 4 inch perforated Sch 40 pipe. Install 106 lf 4 inch solid SCH 40 pipe. Core Catch basin and install pipe.		
1. Labor		
2. Material		
3. Equipment		
4. Other Items & Expenditures		0.00
5. Subtotal (lines 1 - 4)		0.00
6. Markup	15.00%	0.00
7. Subtotal (lines 6+5)		0.00
SUBCONTRACTOR'S WORK		
COMPANY	REMARKS	
GK Backlund, Inc.		12,740.56
8. Subcontractor's Work Total		12,740.56
9. Markup on Subcontractor's Work	15.00%	1,911.08
10. Subtotal (lines 8+9)		14,652.00
CHANGE ORDER TOTALS		
11. Prime Contractor & Subcontractor Costs (lines 7+10)		14,652.00
12. Bond Cost (1% of line 11)		146.00
13. Subtotal (lines 11+12)		14,798.00
14. Total Cost (lines 15+16)		14,798.00
TIME EXTENSION AND JUSTIFICATION	2	CALENDAR DAYS
		TBD
Cost Code		
NAME AND TITLE OF PREPARER		
Dave Creek		
Project Manager		

GK BACKLUND, INC

Change Order Request

99-02 Building Pad subdrain

Project Name:	MV Senior Center	Project#	488	
Contractor	G.K. Backlund, Inc.		11/1/2006	
Change Description:	Construct subdrain per Petra Geotechnical memo dated 10/25/2006.			
	Grade bottom of excavation for 1.0 % minimum slope.			
	Install 106 lf 4 inch perforated Sch 40 pipe.			
	Install 106 lf 4 inch solid SCH 40 pipe.			
	Core Catch basin and install pipe.			
LABOR				
Craft	Description	Estimated Hours	Rates per Hour	Total Labor Cost
Labor	General	16	\$ 42.00	\$ 672.00
Labor	general	16	\$ 42.00	\$ 672.00
Operators	Foreman	16	\$ 80.00	\$ 1,280.00
Operators	Grade checker	4	\$ 64.00	\$ 256.00
			Subtotal	\$ 2,880.00
EQUIPMENT				
		Units	Rate	Total
320 exc		16	\$ 185.00	\$ 2,960.00
move ins		1	\$ 450.00	\$ 450.00
950 loader		8	\$ 135.00	\$ 1,080.00
water truck		8	\$ 75.00	\$ 600.00
Core drill		1	\$ 250.00	\$ 250.00
Roller		1	\$ 450.00	\$ 450.00
Case 685 Grader		4	\$ 135.00	\$ 540.00
			Subtotal	\$ 6,330.00
Material				
3/4 gravel	tons	25	\$ 26.75	\$ 668.75
pipe	lf	240	\$ 5.00	\$ 1,200.00
filter fabric	roll	1	\$ 635.00	\$ 635.00
			Subtotal	\$ 1,868.75
			Total Labor	\$ 2,880.00
			Total Equipment	\$ 6,330.00
			Total Material	\$ 1,868.75
			Total Cost	\$ 11,078.75
	OH & Profit		15%	\$ 1,661.81
			Total Change	\$ 12,740.56

**NORMAN P. MUURAY CENTER EXPANSION PROJECT
BUDGET SUMMARY**

Budget - Funding Sources

\$3,000,000.00	State Urban Parks Grant (FY 2005)
\$400,000.00	General Fund (FY 2005)
\$250,000.00	CDBG Fund (FY 2006)
\$125,000.00	General Fund (FY 2006)
\$3,601,370.00	General Fund (FY 2007)
\$225,000.00	Mission Viejo Foundation (FY 2007)
<u>\$1,965,000.00</u>	<u>Park Development Fees (FY 2007)</u>
\$9,566,370.00	Grand Total Budget

Expenses/Encumbrances

\$658,950.00	Robert R. Coffee (Architect)
\$348,850.00	Friess Construction (Construction Manager)
\$29,807.99	Hodge & Associates (Environmental Studies)
\$62,955.00	PETRA Geotechnical, Inc. (Geotechnical Studies)
\$9,566.44	RJM Design Group (Sportsfield Options & Site Plan Development)
\$77.15	OCB Reprographics
\$70.52	Consolidated Reprographics
\$2,115.51	Inspection Services (Permits)
\$300.16	O.C. Register
\$307.01	Federal Express
\$22,073.00	Charles Abbott Assoc.
\$8,210,887.00	Douglas E. Barnhart, Inc.
\$3,404.85	TV Magic (Time Lapse Photography)
\$6,178.00	Santa Margarita Water District
<u>\$222.97</u>	<u>Board of Equalization</u>
\$9,355,765.60	Total Expenses/Encumbrances

Budget Balance

\$9,566,370.00	Grand Total Budget
<u>\$9,355,765.60</u>	<u>Total Expenses/Encumbrances</u>
\$210,604.40	Budget Balance
\$25,256.00	<u>Douglas E. Barnhart C.O. #2 (Pending Council Approval)</u>
<u>23,010.00</u>	<u>Pyro=Comm Systems (Pending Council Approval)</u>
\$162,338.40	Budget Balance



CITY OF MISSION VIEJO
Recreation & Community Services Projects

Contract Change Order

City of Mission Viejo Contract Number: A06-30

Purchase Order # 070209

Date of This Change Order: 2/5/07

Change Order # 2

Project: Norman P. Murray Center Expansion (CIP 994)

Contractor: Douglas E. Barnhart, Inc.

City Council Meeting Date: 2/5/07

All work done under this change order shall be in strict conformance to the project contract documents and all applicable sections therein.

Description of changes, additions and deletions to the project: Additional cost for inclusion of large trellis (\$10,458.00) & constructing a building pad subdrain as required by geotechnical inspectors (\$14,798.00) = \$25,256.00.

Original contract dates: Begin Date: 10/12/06 End Date: 11/21/07

Change in contract dates: Begin Date: N/A End Date: N/A

Account Code(s) this change order: 0611018050/9940001017 (\$25,256.00)

Change in contract terms: N/A

Original Contract Amount: \$8,202,599.00

Table with 2 columns: Description and Amount. Rows include Original purchase order number, Original purchase order total, Authorized change orders to date, Revised purchase order total, This change order (increase), and New purchase order total.

New Contract Amount: \$8,236,143.00

Accepted by: Arthur L. Barnhart, Douglas E. Barnhart, Inc.

Date: 1/10/07

Approved by: M. Kelly Doyle, Director of Recreation & Community Services

Date: 1/24/07

Approved by: Dennis Wilberg, City Manager

Date: 2/6/07

DOUGLAS E. BARNHART, INC.

ESTIMATE FOR CHANGE ORDER

COR #1

CONTRACT: Job #6059	CONTRACT TITLE: Job Name: Norman P. Murray Community and Senior Center	DATE: 1/8/2007
CHANGE DESCRIPTION: Additional cost for inclusion of large trellis in Area #1 into project.		
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2. Material		
3. Equipment		
4. Other Items & Expenditures		0.00
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SUBCONTRACTOR'S WORK		
COMPANY	REMARKS	
Junior Steel		
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14. Total Cost (lines 15+16)		10,458.00
TIME EXTENSION AND JUSTIFICATION		
	0	CALENDAR DAYS
Cost Code		
NAME AND TITLE OF PREPARER		
Dave Creek Project Manager		

DOUGLAS E. BARNHART, INC.
ESTIMATE FOR CHANGE ORDER

COR #4

CONTRACT: Job #6059	CONTRACT TITLE: Job Name: Norman P. Murray Community and Senior Center	DATE: 1/8/2007
CHANGE DESCRIPTION: Construct subdrain per Petra Geotechnical memo dated 10/25/2006. Grade bottom of excavation for 1.0 % minimum slope. Install 106 lf 4 inch perforated Sch 40 pipe. Install 106 lf 4 inch solid SCH 40 pipe. Core Catch basin and install pipe.		
1. Labor		
2. Material		
3. Equipment		
4. Other Items & Expenditures		0.00
5. Subtotal (lines 1 - 4)		0.00
6. Markup	15.00%	0.00
7. Subtotal (lines 6+5)		0.00
SUBCONTRACTOR'S WORK		
COMPANY	REMARKS	
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8. Subcontractor's Work Total		12,740.56
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NAME AND TITLE OF PREPARER		
Dave Creek		
Project Manager		

GK BACKLUND, INC

Change Order Request

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Operators	Grade checker	4	\$ 64.00	\$ 256.00
			Subtotal	\$ 2,880.00
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Roller		1	\$ 450.00	\$ 450.00
Case 685 Grader		4	\$ 135.00	\$ 540.00
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pipe	lf	240	\$ 5.00	\$ 1,200.00
filter fabric	roll	1	\$ 635.00	\$ 635.00
			Subtotal	\$ 1,868.75
			Total Labor	\$ 2,880.00
			Total Equipment	\$ 6,330.00
			Total Material	\$ 1,868.75
			Total Cost	\$ 11,078.75
	OH & Profit		15%	\$ 1,661.81
			Total Change	\$ 12,740.56



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Donation Policy for City Parks and Recreation Facilities and Programs

Recommended Action

Adopt Resolution 07-XX Adopting Council Policy 0700-7 Donation Policy for City Parks and Recreation Facilities and Programs

Executive Summary

Currently the City does not have a policy for donations or memorials in city parks and recreation facilities and programs. The City Council directed staff to develop a policy that is reflected in a donation/gifts catalog for the public, at their November 6, 2006 meeting.

The attached draft policy (Exhibit A) provides for the above mentioned items. The policy includes donations for park improvement items and equipment plus recreation facility improvement items and equipment and/or recreation program enhancements. Dedication or memorial plaques are included according to specific donation sums and under specific applications. The policy lists the purpose for the acceptance of donations of cash or tangible items, criteria for the receipt of donations, establishment of a gift donation catalog and acknowledgements and criteria for plaques.

Also attached is a Donations Catalog list (Exhibit B). This list provides recommended donations for the community to consider. It is recommended that the gift catalog be the tool for donations and that the items are periodically reviewed by the Community Services Commission. A sample brochure from Newport Beach is also attached to illustrate a possible design of the donations catalog (Exhibit C).

The Community Services Commission, at their December 19, 2006 meeting, approved the policy and recommended approval by the City Council (Exhibit D).

The resident who previously requested an improvement in Birchwood Park in memory of his mother-in-law has asked for a delay of the donation pending further discussions with his wife.

Previous Relevant Council Actions for This Item

November 6, 2006 - directed staff to develop a policy that is reflected in a donation/gifts catalog for the public

Attachments

Exhibit A – Donations Policy; Exhibit B – Donations Catalog List; Exhibit C – Sample Brochure; Exhibit D – Community Services Commission Minutes 12/19/06; Draft Resolution

Fiscal Impact:

Amount Requested \$ NA

Sufficient Budgeted Funds Available?: Yes ___ No ___ (If no, see attached fiscal analysis)

Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

M. Kelly Doyle, Director
Recreation & Community Services

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis Wilberg
City Manager

DONATION CATALOG

Gifts For A Better Mission Viejo

Community Partnership Opportunities

Become a community partner-help to provide new facilities and programs for a better Mission Viejo.

Dear Prospective Donor,

This catalog is designed to provide individuals, service clubs, organizations and businesses with suggestions of gifts that will benefit the entire community. Each gift is identified with an estimated price listing. Gifts may be ordered by calling our office.

Donations include a variety of items that would enhance our parks and recreation facilities and community recreation programs.

Please contact the City of Mission Viejo for more information @ 949-470-3061.

Appreciatively,

Mission Viejo Recreation & Community Services Department

DONATIONS THAT ENHANCE PARKS

Benches

Selected Locations
Price: \$900 - \$3,000

Benches/Tables with Partial Shelter/Sunshade

Price: \$5,000

Seating Areas

Selected Locations
Price: \$8,000 - \$15,000

Trees (24" box minimum)

Price: \$500-\$1,200

Dog Bag Dispensers

Price: \$500

Picnic Tables

Price: \$1,500

Bar-B-Que Grills

Price: \$500

Portable Bleachers

Price: \$2,500

Permanent Bleachers

Price: \$6,000

Drinking Fountain

Price: \$5,000

Picnic Pavilion

As per design
Price: depends on size

Concrete Trash Receptacles

Price: \$800

Concrete Walkways

Depends on location
Price: varies

Basketball Court Replacement
Resurface, backboards
Price: \$35,000

Flagpole
Price: \$2,500

Park Identification Signs
Price: \$9,000

Playground Equipment
Price: \$200,000

DONATIONS THAT ENHANCE FACILITIES

Tables
Price: \$200

Chairs
Stacking
Price: \$75

Computer
For training, recreation programs/classes
Price: \$1,500

Piano
Price: \$25,000

DONATIONS THAT ENHANCE PROGRAMS

Fitness Equipment
Price: \$2,500 - \$5,000

Special Events Shirt Sponsor
Price: varies

After School Program and Games
Price: varies

Sponsor Monthly Concert
Price: \$2,000

DONATION PLAQUE INFORMATION

1. In some cases, plaques may be authorized as a form of acknowledgement. Information on a plaque is a non-public forum and is not open for general public discourse.

The Department Director shall review all wording submitted for a plaque and have final decision as to the information to be displayed on the plaque.

Plaques are reserved for donations meeting the following criteria:

- a. Donors providing donations valued at \$5,000 to less than \$9,999 may elect to provide a dedicatory plaque not exceeding 2" x 6" with a name and date designated by the donor preceded by one of the following: "Donated by", "Donated for", or "In recognition of", "in memory of".
- b. Donors providing donations valued at \$10,000 to less than \$14,999 may elect to provide a dedicatory plaque not exceeding 5" x 7" with name and date designated by the donor preceded by one of the following: "Donated by", "Donated for", "In recognition of", or "In memory of".
- c. Donors providing donations valued at \$15,000 or higher in value may elect to provide a dedicatory plaque not exceeding 8 ½" x 11" with name and date designated by the donor preceded by one of the following: "Donated by", "Donated for", "In recognition of", or "In memory of". Additional wording, not exceeding 25 words, may be included on the plaque. The plaque content must be recommended for approval by the Community Services Commission.

City of Mission Viejo

COUNCIL POLICY



SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
Donation Policy for City Parks, Recreation Facilities & Recreation Programs	XX-XX	0700-7	2/05/2007	1 of 2

PURPOSE

The City Council recognizes the need to promote community involvement and active participation in quality of life components throughout the community, and the need to establish a fair, equitable, and uniform procedure for which gifts may be donated to the City. This policy establishes criteria for donations to assure area compatibility, attractiveness, usefulness, and the capability to be maintained. Each donation considered for inclusion in the City parks, facilities and recreation programs will be subject to established limitations and guidelines for the particular area.

POLICY

A. Acceptance of donations of cash or tangible items

1. Based on the value of the donation, appropriate City staff will review the acceptability of any donation and determine if the benefits to be derived warrant acceptance of the donation.
2. Criteria for evaluation includes consideration of any immediate or initial expenditure required in order to accept the donation, the potential and extent of the City's obligation to maintain the donation, and the community benefit to be derived from the donation.

B. Receipt of Donations

Acceptance of donations shall be for the benefit of the community at large. Donations may be received in the form of cash, real, or personal property. Restricted donations are those donations that the donor specifies for a particular City location or purpose. Unrestricted donations are those donations that are given to the City for unspecified use.

- a. Donation of cash or items valued at or below \$15,000 may be accepted by the City Manager.
- b. Before acceptance, donations are subject to the review, approval and determined to be appropriate by the City Manager or designee.
- c. Gifts of funds may be designated for restricted or unrestricted use.
- d. Gifts of funds accepted by the City imply no other obligation besides using donated funds for the specified purpose.
- e. Donations received for City parks, facilities, recreation programs and other city-owned property will be identified in the City Donation Catalog.

C. Right to Decline

The City of Mission Viejo reserves the right to decline any donation if, upon review, acceptance of the donation is determined to be not in the best interest of the City.

D. Special Privileges

Making a donation or co-sponsoring a special event does not entitle a donor to any special privileges other than those stated in this policy such as recognition, plaques or displays at events, unless otherwise agreed upon and approved by the Department Director or the City Manager or City Council when appropriate.

City of Mission Viejo

COUNCIL POLICY



SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
Donation Policy for City Parks, Recreation Facilities & Recreation Programs	XX-XX	0700-7	2/05/2007	2 of 2

E. Gift Donation Catalog

The Department Director shall review and present to the Community Services Commission periodically the City Donation Catalog containing ideas for public donations.

F. Acknowledgements/Plaques

Donations shall be for the benefit of the community at large and will receive appropriate acknowledgement.

1. Letter of acceptance of donation will be sent to donor.
2. In some cases, recognition of donations may be given at Commission or Council Meetings.
3. In some cases, plaques may be authorized as a form of acknowledgement. Information on a plaque is a non-public forum and is not open for general public discourse.

The Department Director shall review all wording submitted for a plaque and have final decision as to the information to be displayed on the plaque.

Plaques are reserved for donations meeting the following criteria:

- a. Donors providing donations valued at \$5,000 to less than \$9,999 may elect to provide a dedicatory plaque not exceeding 2" x 6" with a name and date designated by the donor preceded by one of the following: "Donated by", "Donated for", or "In recognition of", "in memory of".
- b. Donors providing donations valued at \$10,000 to less than \$14,999 may elect to provide a dedicatory plaque not exceeding 5" x 7" with name and date designated by the donor preceded by one of the following: "Donated by", "Donated for", "In recognition of", or "In memory of".
- c. Donors providing donations valued at \$15,000 or higher in value may elect to provide a dedicatory plaque not exceeding 8 ½" x 11" with name and designated by the donor preceded by one of the following: "Donated by", "Donated for", "In recognition of", or "In memory of". Additional wording, not exceeding 25 words, may be included on the plaque. In addition to the Department Director, the content for these plaques must be recommended for approval by the Community Services Commission.
- d. Plaques are at the expense of the donor, the City will assume ownership and maintenance of the donated item and plaque however, and the City does not assume replacement costs due to vandalism or theft. Plaques will remain on a donate item during its useful life. The City reserves the right to remove and/or relocate the donated item.
- e. Plaque information will be entered on the Gift Donation Catalog application form and ordered by the City.
- f. Plaques should be placed appropriately with donations from which the plaque can be attached to in most cases.

1 "SAMPLE"

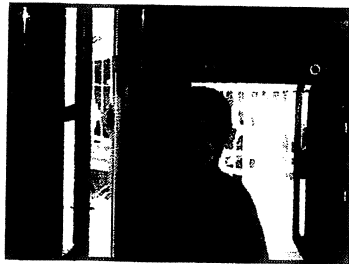
THE CITY OF NEWPORT BEACH
RECREATION, PARKS, BEACHES AND
SENIOR SERVICES

Phone: 949-644-3158

Fax: 949-644-3155

email: recreation@city.newport-beach.city.ca.us

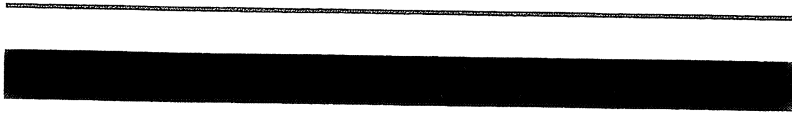
GIFTS FOR TOMORROW
Donation Catalog



**Community Partnership
Opportunities**

Become a community partner- help to provide new facilities and programs that meet the changing needs in the City of Newport Beach.





Dear Prospective Donor,

This catalog is designed to provide individuals, service clubs, organizations and businesses with suggestions of gifts that will benefit the entire community. Each gift is identified by a number and an estimated price listing. Gifts may be ordered by calling our office and by completing the order request form tear-out at the back of this catalog.



Donations include a variety of items that would enhance our parks and community recreation programs. Additionally, some donation items may be subject to availability.

Please contact the City of Newport Beach for more information.

Appreciatively,



**City of Newport Beach
Recreation and Senior Services Department
and General Services Department**



To Order Call: (949) 644-3158



Table of Contents

Order forms may be mailed to:

City of Newport Beach
Recreation & Senior Services
3300 Newport Blvd.
Newport Beach, CA 92663
Attn: Gifts for Tomorrow

Community Partnership Opportunities

Donations that help...

Please make checks payable to:

City of Newport Beach

For more information call:
(949) 644-3158

Park Items 6-7

Facilities 8

Programs 9

Order Request Form Tear Out Page



The City of Newport Beach
Recreation, Parks, Beaches and
Senior Services

Page 6

Donations that enhance Parks

Park Needs

Take time to enjoy a day in the park with your family or friends and take pride in knowing that your contribution was responsible for the installation of one of these needed park items.

Benches

7 styles available

Price: \$500- \$3,000

Item#: 100



Trees

Several: 24" box or greater

Price: \$500

Item#: 101



Dog Bag Dispensers

Price: \$484

Item#: 102

Picnic Tables

2 styles available

Price: \$1,000

Item#: 103

Portable Bleachers

4 row

Price: \$2,500

Item#: 105

Bar-B-Que Grills

Price: \$300

Item#: 104

Permanent Bleachers

5 row

Price: \$6,000

Item#: 106

To Order Call: (949) 644-3158

Drinking Fountain

Price: \$5,000
Item#: 107

Picnic Pavilion

As per design
Price: depends on size
Item#: 108



Concrete Trash Receptacles

Several designs
Price: \$700
Item#: 109

Shade Structure for Playground

Selected locations
Price: \$3,000-13,000
Item#: 115

Concrete Walkways

Depends on location
Price: varies
Item#: 110

Beach Showers

Price: \$5,500
Item#: 116

Basketball Court Replacement

Resurface, new posts,
backboards
Price: \$10,000
Item#: 111

**Synthetic Soccer Field/
Multipurpose Field**

Selected locations
Price: \$750,000-
\$1,000,000
Item#: 117

Flagpole

Price: \$2,500
Item#: 112

Tennis Court Fencing

Price: TBD
Item#: 118

Park Identification Signs

Price: \$1,500-\$3,000
Item#: 113

Park Restroom Replacement

Price: TBD
Item#: 119

Playground Equipment

Price: \$15,000-\$80,000

Court Resurfacing/Painting

Price: TBD

The City of Newport Beach
Recreation, Parks, Beaches and
Senior Services

Page 8

Donations that enhance Facilities

Facility Needs

Take time to enjoy a program in a community center or on a playground knowing that your contribution was responsible for needed facility equipment and materials.

Tables

Price: \$200
Item#: 121



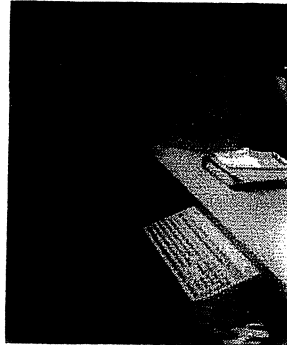
Chairs

Stacking
Price: \$75
Item#: 122

Computer

For training, after school program

Price: \$1,500
Item#: 123



Building replacement

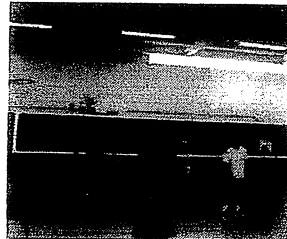
Selected locations

Price: TBD
Item#: 124

Indoor Volleyball Court System

Lincoln or WNCC
(poles, net, pads)

Price: \$2,500
Item#: 125



To Order Call: (949) 644-3158

Donations that enhance Programs

Navigator Sponsor

Spring, Winter, Summer,
Fall

Price: \$10,000
(per season)



Shirt Sponsor for Youth Sports

Summer Hoops, Winter
Hoops, Track Meet, Flag
Football

Price: \$3,500
Item#: 127



After School Program Games

Board, per site

Price: \$500 per set
Item#: 128

Sponsor Concert in the Park

Price: \$2,000

Stage Mobile

Price: \$38,000
Item#: 132

Winter Wonderland

Price: \$1,500
Item#: 130

Sunday Fun-Day

Price: \$3,000
Item#: 133

**Sponsor one Movie in the
Park**

Price: \$1,500
Item#: 131

Adult Fitness Course

Location TBD

Price: \$10,000–
\$20,000 depends on
number of stations
Item#: 134

The City of Newport Beach
Recreation, Parks, Beaches and
Senior Services



Gifts for Tomorrow Order Request Form

Item # Description



Contact Information

Name

Mailing Address



Phone

Signature



DEDICATION PLAQUE INFO

Donors may elect to provide a dedicatory plaque if the value of the donation is greater than \$1,000. Contact city staff for more information.

Yes, I am interested in dedicatory plaque for my donation.

Plaque is donated for,



First Name

Last Name



NEW BUSINESS

11. Donation Policy for Parks, Facilities, and Recreation Programs

After discussion, a motion was made by Vice Chairperson Ruef, seconded by Commissioner Bennett, to approve the Donation Policy for Parks, Facilities and Recreation Programs as presented.

On roll call, said motion carried by the following vote:

AYES: Bennett, Boyce, Ferrall, Heer, Reid, Ruef
 NOES: None
 ABSENT: Barker

12. Number Not Used

14. Dog Park Review

Director Doyle presented the staff report. Dave Gove, a resident living near Oso Viejo Park, spoke against a dog park being added to Oso Viejo Park. He expressed his concerns regarding noise, possible psychological problems to neighboring pets, and his belief that the park is currently overused due to the sports fields.

After discussion, a motion was made by Commissioner Ferrall, seconded by Vice Chairperson Ruef, to recommend City Council direct staff to develop cost estimates for each of the locations for consideration by the Council during the budget preparation time.

On roll call, said motion carried by the following vote:

AYES: Bennett, Boyce, Ferrall, Heer, Reid, Ruef
 NOES: None
 ABSENT: Barker

OLD BUSINESS

1. Funding for FY 2006-2007 for the Community Services Funding Program

Community Services Supervisor Virginia Chavez presented the staff report. After discussion a consensus was reached by Commission to bring the item back before the Commission at a future meeting. Staff will provide further information at that time.

DIRECTORS REPORT

2. Updates

Director Doyle updated the Commission on status of the possible donation for Birchwood Park and the progress of the Sergeant Matt Davis Park currently in the planting phase with

RESOLUTION 07-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, ADOPTING COUNCIL POLICY 0700-7 RELATING TO THE DONATION POLICY FOR CITY PARKS, RECREATION FACILITIES AND RECREATION PROGRAMS AND AMENDING THE CITY COUNCIL POLICY MANUAL

WHEREAS, the City Council of the City of Mission Viejo is charged with the responsibility of establishing municipal policies to guide the various functions of the City, and where necessary, establishing procedures by which functions are performed; and

WHEREAS, on October 22, 1990, the City Council of the City of Mission Viejo established procedures for the preparation, distribution, and maintenance of a Council Policy Manual; and

WHEREAS, the City Council desires to adopt the Donation Policy for City Parks, Recreation Facilities and Recreation Programs and amend the Council Policy Manual as set forth in Exhibit "A" attached and incorporated by reference;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. That all of the above recitals are true and correct;

Section 2. That attached as Exhibit "A" and incorporated by reference is a Council Policy adopting the Donation Policy for City Parks, Recreation Facilities and Recreation Programs.

Section 3. This Resolution shall take effect upon its adoption by this City Council.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2007.

Gail Reavis
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the fifth day of February, 2007 by the following vote of the Council:

AYES:
NOES:
ABSENT:

ATTEST:

Karen Hamman
City Clerk

RESOLUTION 07-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, ADOPTING COUNCIL POLICY 0700-7 RELATING TO THE DONATION POLICY FOR CITY PARKS, RECREATION FACILITIES AND RECREATION PROGRAMS AND AMENDING THE CITY COUNCIL POLICY MANUAL

WHEREAS, the City Council of the City of Mission Viejo is charged with the responsibility of establishing municipal policies to guide the various functions of the City, and where necessary, establishing procedures by which functions are performed; and

WHEREAS, on October 22, 1990, the City Council of the City of Mission Viejo established procedures for the preparation, distribution, and maintenance of a Council Policy Manual; and

WHEREAS, the City Council desires to adopt the Donation Policy for City Parks, Recreation Facilities and Recreation Programs and amend the Council Policy Manual as set forth in Exhibit "A" attached and incorporated by reference;

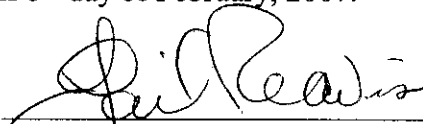
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. That all of the above recitals are true and correct;

Section 2. That attached as Exhibit "A" and incorporated by reference is a Council Policy adopting the Donation Policy for City Parks, Recreation Facilities and Recreation Programs.

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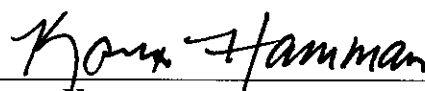


Gail Reavis
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the fifth day of February, 2007 by the following vote of the Council:

AYES: Kelley, Ledesma, MacLean, Reavis, and Ury
NOES: None
ABSENT: None

ATTEST:



Karen Hamman
City Clerk

City of Mission Viejo

COUNCIL POLICY



SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
Donation Policy for City Parks, Recreation Facilities & Recreation Programs	07-09	0700-7	2/05/2007	1 of 2

PURPOSE

The City Council recognizes the need to promote community involvement and active participation in quality of life components throughout the community, and the need to establish a fair, equitable, and uniform procedure for which gifts may be donated to the City. This policy establishes criteria for donations to assure area compatibility, attractiveness, usefulness, and the capability to be maintained. Each donation considered for inclusion in the City parks, facilities and recreation programs will be subject to established limitations and guidelines for the particular area.

POLICY

A. Acceptance of donations of cash or tangible items

1. Based on the value of the donation, appropriate City staff will review the acceptability of any donation and determine if the benefits to be derived warrant acceptance of the donation.
2. Criteria for evaluation includes consideration of any immediate or initial expenditure required in order to accept the donation, the potential and extent of the City's obligation to maintain the donation, and the community benefit to be derived from the donation.

B. Receipt of Donations

Acceptance of donations shall be for the benefit of the community at large. Donations may be received in the form of cash, real, or personal property. Restricted donations are those donations that the donor specifies for a particular City location or purpose. Unrestricted donations are those donations that are given to the City for unspecified use.

- a. Donation of cash or items valued at or below \$15,000 may be accepted by the City Manager.
- b. Before acceptance, donations are subject to the review, approval and determined to be appropriate by the City Manager or designee.
- c. Gifts of funds may be designated for restricted or unrestricted use.
- d. Gifts of funds accepted by the City imply no other obligation besides using donated funds for the specified purpose.
- e. Donations received for City parks, facilities, recreation programs and other city-owned property will be identified in the City Donation Catalog.

C. Right to Decline

The City of Mission Viejo reserves the right to decline any donation if, upon review, acceptance of the donation is determined to be not in the best interest of the City.

D. Special Privileges

Making a donation or co-sponsoring a special event does not entitle a donor to any special privileges other than those stated in this policy such as recognition, plaques or displays at events, unless otherwise agreed upon and approved by the Department Director or the City Manager or City Council when appropriate.

E. Gift Donation Catalog

City of Mission Viejo
COUNCIL POLICY



SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
Donation Policy for City Parks, Recreation Facilities & Recreation Programs	07-09	0700-7	2/05/2007	2 of 2

The Department Director shall review and present to the Community Services Commission periodically the City Donation Catalog containing ideas for public donations.

F. Acknowledgements/Plaques

Donations shall be for the benefit of the community at large and will receive appropriate acknowledgement.

1. Letter of acceptance of donation will be sent to donor.
2. In some cases, recognition of donations may be given at Commission or Council Meetings.
3. In some cases, plaques may be authorized as a form of acknowledgement. Information on a plaque is a non-public forum and is not open for general public discourse.

The Department Director shall review all wording submitted for a plaque and have final decision as to the information to be displayed on the plaque.

Plaques are reserved for donations meeting the following criteria:

- a. Donors providing donations valued at \$5,000 to less than \$9,999 may elect to provide a dedicatory plaque not exceeding 2" x 6" with a name and date designated by the donor preceded by one of the following: "Donated by", "Donated for", or "In recognition of", "in memory of".
- b. Donors providing donations valued at \$10,000 to less than \$14,999 may elect to provide a dedicatory plaque not exceeding 5" x 7" with name and date designated by the donor preceded by one of the following: "Donated by", "Donated for", "In recognition of", or "In memory of".
- c. Donors providing donations valued at \$15,000 or higher in value may elect to provide a dedicatory plaque not exceeding 8 ½" x 11" with name and designated by the donor preceded by one of the following: "Donated by", "Donated for", "In recognition of", or "In memory of". Additional wording, not exceeding 25 words, may be included on the plaque. In addition to the Department Director, the content for these plaques must be recommended for approval by the Community Services Commission.
- d. Plaques are at the expense of the donor, the City will assume ownership and maintenance of the donated item and plaque however, and the City does not assume replacement costs due to vandalism or theft. Plaques will remain on a donate item during its useful life. The City reserves the right to remove and/or relocate the donated item.
- e. Plaque information will be entered on the Gift Donation Catalog application form and ordered by the City.
- f. Plaques should be placed appropriately with donations from which the plaque can be attached to in most cases.



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Mission Viejo Paleontological Fossil Contract Agreement

Recommended Action

Enter into a Contract Agreement with Saddleback College for the preservation and restoration of the Mission Viejo Paleontological Fossil Collection.

Executive Summary

At their May 14, 2004 meeting, the City Council passed a motion to consider the Heritage Committee and the Community Services Commission's recommendation to explore entering into a partnership with Saddleback College for the preservation and restoration of the Mission Viejo Paleontological Fossil Collection and directed staff to identify funding for the project (Exhibit A).

Staff and Heritage Committee members met with representatives from Saddleback College and drafted an Agreement for Care and Preservation of the Mission Viejo Paleontological Resources (Exhibit B). The agreement was reviewed by the City Attorney and was presented and approved by the South Orange County Community College District.

Funding for the project was approved in the FYs 2005-06 and 2006-07 budgets in the amount of \$4,000 each fiscal year to stabilize and store fossils.

Previous Relevant Council Actions for This Item

May 14, 2004 – Authorized exploring entering into a partnership with Saddleback College

Attachments

Exhibit A – Council Action - May 17, 2004

Exhibit B – Contract Agreement

Fiscal Impact:

Amount Requested \$ NA

Sufficient Budgeted Funds Available?: NA

Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

M. Kelly Doyle, Director
Recreation & Community Services

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager

Discussion:

At their May 14, 2004 meeting, the City Council passed a motion to consider the Heritage Committee and the Community Services Commission's recommendation to explore entering into a partnership with Saddleback College for the preservation and restoration of the Mission Viejo Paleontological Fossil Collection and directed staff to identify funding for the project (Exhibit A).

Staff and Heritage Committee members met with representatives from Saddleback College and drafted an Agreement for Care and Preservation of the Mission Viejo Paleontological Resources. The agreement was reviewed by the City Attorney and was presented to and approved by the South Orange County Community College District (Exhibit B).

Funding for the project was approved in the FYs 2005-06 and 2006-07 budgets in the amount of \$4,000 each fiscal year to stabilize and store the fossils.

During the past couple of years, members of the Heritage Committee, staff and college faculty have worked on identifying and listing the thousands of resources (jackets) which had to be accomplished to include as Exhibit A to the Contract Agreement between the City of Mission Viejo and South Orange College Community College District (Saddleback College). The agreement states that the College agrees to manage, curate and display the fossil resources.

The following has been accomplished to date:

In 2004 fossil jackets were transferred from the storage container below Curtis Park to Saddleback College. The jackets were placed in an unused secured portable building (K Building) on the lower campus.

In 2005, a building at the entrance to the campus was dedicated specifically for use as a Paleontology laboratory. In the fall of 2005, the College staff began working remodeling that building to prepare it for the processing of the fossil jackets.

In the spring and fall of 2006 students began on the preparation of the materials in the jackets through courses at Saddleback College.

Over the past year and a half, the new building has been remodeled including tile and paint. An air conditioning system was installed. In addition, approximately one third of all the jackets have been moved to the new facility. It is anticipated that the K building on the lower campus will continue to be used for storage of the larger jackets through 2007. In the spring of 2007 it is anticipated that a fence around the yard associated with the new Paleontology lab will be installed. This new yard (approximately 600 square feet) will provide an appropriate area for the preparation of the larger jackets, which will not fit through the door of the lab.

The collaboration between the College and the Los Angeles Museum of Natural History continues. Final preparation and identification of the fossil materials is done by scientists from this museum and will be carried out in their laboratory. It is anticipated that at least two papers on materials from this collection will be presented for publication during 2007.

Also, many of the boxes of the completed materials will be transferred to the storage facility on Presiados.



ACTION OF THE CITY COUNCIL

CITY OF MISSION VIEJO, CALIFORNIA

May 17, 2004

Address To:

Copy To: Kelly Doyle, Director of Recreation and Community Services

Council Meeting Date: May 17, 2004

Council Members Present: Craycraft, Kelley, Ledesma, MacLean and Reavis

Council Members Absent: None

Agenda Item Number: 22

Agenda Item Title: **Mission Viejo Paleontological Fossil Collection**

Motion made by Vice Mayor Kelley, seconded by Council Member MacLean, to Consider the Heritage Committee's and the Community Services Commission's recommendations to explore entering into a partnership with saddleback College for the preservation and restoration of the Mission Viejo Paleontological Fossil Collection and directed staff to identify funding for the project.

On roll call, said motion carried by the following vote:

AYES: Craycraft, Kelley, Ledesma, MacLean and Reavis

NOES: None

ABSENT: None

STATE OF CALIFORNIA }

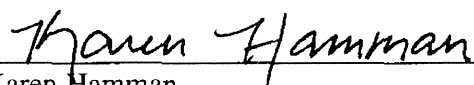
COUNTY OF ORANGE }

CITY OF MISSION VIEJO }

I, KAREN HAMMAN, City Clerk of the City of Mission Viejo, California, do hereby certify the foregoing to be the official action taken by the City Council at the above meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on June 8, 2004.

(SEAL)



Karen Hamman
City Clerk

AGREEMENT FOR CARE AND PRESERVATION OF PALEONTOLOGICAL RESOURCES OF THE CITY OF MISSION VIEJO BETWEEN THE CITY OF MISSION VIEJO AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and is effective as of August 15, 2005, between the City of Mission Viejo, a Municipal Corporation ("City") and a South Orange County Community College District ("College"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** This Agreement is entered into with respect to the following facts and purposes:

a. Throughout the course of development of the present day City of Mission Viejo, the City has required developers to preserve the paleontological resources and artifacts discovered during the grading of land for development. Prior to incorporation of the City, the Mission Viejo Company also collected paleontological resources and artifacts unearthed during the development of the City.

b. These efforts resulted in the collection of many important paleontological resources and archeological artifacts (collectively "Resources") which document the natural history of the area.

c. The City now desires to provide for the proper preservation management and display of these valuable community Resources.

d. The College as a local institution of higher education is willing to provide for the management, curation and display of these Resources as part of its educational mission.

2. **LOAN OF RESOURCES.** The City agrees to loan to the College, and the College hereby accepts the loan, of those Resources which are described, as well as such other Resources which may be later provided to the City by the Mission Viejo Company or its successors, subject to the terms of this Agreement.

3. **MANAGEMENT, CURATION AND DISPLAY OF THE RESOURCES.**
The College agrees to manage, curate and display the Resources subject to the following terms and conditions:

a. College shall use the Resources for educational, curation and research purposes.

- b. College agrees that the Resources are the property of the City of Mission Viejo.
- c. City agrees to inventory and catalog the Resources.
- d. College shall keep track of the location of all Resources and shall specifically initiate and maintain an inventory system to determine the location of each item of the Resources, including whether it is located in a classroom, storage room or display room.
- e. College agrees that the Resources shall be kept and displayed at Saddleback College in the City of Mission Viejo, unless otherwise authorized by this Agreement.
- f. College agrees to exercise extraordinary care and caution with the Resources and to properly protect, preserve and safeguard the Resources in accordance with the customary standards of American museums.
- g. College agrees to provide the City with an inventory of the Resources designating the specific location of each item on September 1 of each year in such form as may be required by the City Manager.
- h. City retains the right to inspect the Resources during normal College business hours.
- i. The College agrees to clean, sort, prepare, restore, identify, analyze, stabilize, and store each item of the Resources within a reasonable time following the date of this Agreement, but not later than July 1, 2006.
- j. The College shall curate and display the Resources to the public on the premises of Saddleback College.
- k. The College shall not send, lend, or otherwise transfer any of the Resources to any other institution, campus, agency, museum, company, organization, or individual for any purpose without the prior express written consent of the City Manager. Any loan of the Resources by the College to another organization shall be documented by a customary and standard loan agreement with provisions for appropriate packing and insurance of the Resources and the prior express written consent of the City Manager.
- l. In the event of any loss of Resources, whether complete or partial, the College shall immediately notify the City Manager and shall reimburse the City for the lost resources at the then current fair market value of the Resources and/or the cost to repair or restore the damaged Resources.

m. If the College elects to insure the Resources, it shall name the City as an additional insured.

n. College shall maintain and replace all labels on any of the Resources or their containers and not remove any labels.

o. College agrees to provide the City with access to the Resources at all times, upon reasonable notice by the City.

p. College agrees to provide the City with two copies of any publication, dissertation or report on any of the Resources.

q. College agrees that the City owns all intellectual property rights with respect to the Resources, including, without limitation, the right of replication, and therefore, no replication may be sold by the College.

4. **TERM.** This Agreement shall commence on September 1, 2005, and shall remain and continue in effect until August 31, 2010, unless sooner terminated pursuant to the provisions of this Agreement. Upon the expiration or termination of this Agreement, the College shall return the Resources to the City.

5. **DEFAULT OF COLLEGE; TERMINATION OF AGREEMENT.** If the City Manager or his or her delegate determines that College is in default in the performance of any of the terms or conditions of this Agreement, it shall serve College with written notice of the default. College shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that College fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Notwithstanding the default remedies of this section, after September 1, 2008, the City may terminate this Agreement for its convenience, with or without cause, on thirty (30) days prior written notice to College.

6. **INDEMNIFICATION.** College agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees and designated volunteers from and against any and all claims, demands, losses, attorney fees, defense costs or expenses, or liability of any kind or nature which City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused by College's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability caused by the negligence or wrongful conduct of City, its officers, officials, employees and designated volunteers.

7. **INDEPENDENT CONTRACTOR.** College is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under

this Agreement on behalf of College shall at all times be under College's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of College or any of College's officers, employees or agents, except as set forth in this Agreement. College shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. College shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

8. LEGAL RESPONSIBILITIES. College shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. College shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity or any act or omission occasioned by failure of College to comply with this section.

9. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Mission Viejo
 200 Civic Center
 Mission Viejo, California 92691
 Attention: City Manager

To College: Saddleback College
 28000 Marguerite Parkway
 Mission Viejo, Ca. 92692
 Attention: President

10. ASSIGNMENT. College shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

11. GOVERNING LAW. City and College understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. In carrying out its obligations pursuant to this Agreement, the College shall make itself aware of and shall comply with all applicable statutes, rules and regulations applicable to its rights and obligations pursuant to the Agreement.

12. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

14. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of College warrants and represents that he or she has the authority to execute this Agreement on behalf of College and has the authority to bind College to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MISSION VIEJO

Dennis Wilberg
City Manager

Attest:

Karen Hamman, CSC
City Clerk

Approved As to Form:

Peter M. Thorson
City Attorney

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**



Gary L. Poertner
Deputy Chancellor

Attest:

Approved As to Form:

District Legal Counsel

Jackets at Saddleback College

Inventory

Boxed Specimens		Area	Notes
ID Number			
10/18/1991		PA-12N Site #5	
HW 797-26			Semi-prepared (End that broke off)
HW 697-22			No Jacket 6 pieces not boxed Semi-prepared
MV107		PA-12N	No Jacket Semi-prepared
#102		PA12N Site #5	Semi-prepared
JRP 84		PA-12N	Semi-prepared
MV115 Box #8		PA-12N	Float June/Aug 1992 Semi-prepared
HW 697-19 MV115 PA-12N Box #26			Semi-prepared
JRP 108			Semi-prepared Desmostylus Bone and teeth
HW 797-45			Semi-prepared
108 (?)		PA-12N Site #5	Semi-prepared
MV116B			Semi-prepared
HW 797-26			No jacket (2 pieces)
HW 797-5			No jacket
HW 697-32			No jacket (2 pieces)
HW 697-13			
HW 797-22			
HW 697-24			No jacket

Plaster Jackets in Storage

ID Number	Area	Pallet #	Notes
JRP 61		1	
JRP 76		1	
Unknown		1	
JRP 13		2	
JRP 5		2	
JRP 18 (or 81)		2	
HW 1091 #4	PA-12	2	
JRP 92		3	
JPR 50		3	
JPRP 54		3	Large jacket broken
JRP 45		4	
JRP 41	PA-12	4	
Unknown		4	Large jacket (no ID)

JRP 111				5	Desmostylus Bone, teeth and tusk
JRP 117	PA-11			5	Desmostylus Bone and teeth (South Site)
JRP 65				6	
JRP 116				6	Sea Lion Bone and teeth
JRP 114				6	Desmostylus Jaw and teeth
JRP 66	PA-12			7	
JRP 60				8	
JRP 63				8	
JRP 86				8	
JRP 55 (?)				8	
HW 797-1				9	No jacket
HW 797-51				9	
HW 797-22				9	
JRP 39	Site 7			10	
JRP 17 (or 7)	PA-12			10	
Unknown				10	Large jacket
JRP 119	PA-11			11	Desmostylus Bone and teeth
JRP 105	PA-11			12	Desmostylus Bone and teeth
JRP 56				13	
JRP 87	PA-12			13	
JRP 72	PA-12			13	
HW 1091-32				14	
JRP 86	PA-12N			14	
HW 28	PA-7N			15	
HW (no ID)				15	
HW 797-52A				16	
HW 797-42A				16	
HW 797-32				16	
HW 697-24				16	No jacket
HW 797-11				16	
HW 797-30				16	
HW 6797-11				16	
JRP 48	PA-12N			16	
HW 797-20				16	
JRP 77	PA-12			17	
Unknown				17	Very Large jacket
Unknown				18	Very Large jacket
Unknown				18	Very Large jacket
JRP 108	PA-11			19	Desmostylus Bone and teeth
Unknown				20	Very Large jacket

Exhibit A

JRP 36	PA-12	21	
JRP 73	PA-12	22	
JRP 31	PA-11	22	Sea Lion (?)
Unknown		22	No jacket
JRP 34	PA-12	22	
JRP 94	PA-12	23	
JRP 53		24	
JRP 33		24	
JRP 37		24	
Unknown		24	
JRP 115	PA-11	25	Desmostylus Bone and teeth
JRP 109		25	Sea Lion skull (Elev. 1064 ft)
JRP 113	PA-11	25	Desmostylus Bone and teeth
Unknown		25	

Jackets in Paleontology Lab/ in process

ID Number	Notes
JRP 67	
JRP 59	
HW 797 -25C	
HW 797 -42	
HW 797 -17	
HW 797 -40	
HW 797 -21	
HW 797 -18	
HW 797 -5	
HW 797 39	
HW 797 -22	
HW 797 -8	
HW 797 -9	
HW 797 -5	
HW 797 -41	may be #44 not 41

AGREEMENT FOR CARE AND PRESERVATION OF PALEONTOLOGICAL RESOURCES OF THE CITY OF MISSION VIEJO BETWEEN THE CITY OF MISSION VIEJO AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and is effective as of August 15, 2005, between the City of Mission Viejo, a Municipal Corporation ("City") and a South Orange County Community College District ("College"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** This Agreement is entered into with respect to the following facts and purposes:

a. Throughout the course of development of the present day City of Mission Viejo, the City has required developers to preserve the paleontological resources and artifacts discovered during the grading of land for development. Prior to incorporation of the City, the Mission Viejo Company also collected paleontological resources and artifacts unearthed during the development of the City.

b. These efforts resulted in the collection of many important paleontological resources and archeological artifacts (collectively "Resources") which document the natural history of the area.

c. The City now desires to provide for the proper preservation management and display of these valuable community Resources.

d. The College as a local institution of higher education is willing to provide for the management, curation and display of these Resources as part of its educational mission.

2. **LOAN OF RESOURCES.** The City agrees to loan to the College, and the College hereby accepts the loan, of those Resources which are described, as well as such other Resources which may be later provided to the City by the Mission Viejo Company or its successors, subject to the terms of this Agreement.

3. **MANAGEMENT, CURATION AND DISPLAY OF THE RESOURCES.**
The College agrees to manage, curate and display the Resources subject to the following terms and conditions:

a. College shall use the Resources for educational, curation and research purposes.

b. College agrees that the Resources are the property of the City of Mission Viejo.

c. City agrees to inventory and catalog the Resources.

d. College shall keep track of the location of all Resources and shall specifically initiate and maintain an inventory system to determine the location of each item of the Resources, including whether it is located in a classroom, storage room or display room.

e. College agrees that the Resources shall be kept and displayed at Saddleback College in the City of Mission Viejo, unless otherwise authorized by this Agreement.

f. College agrees to exercise extraordinary care and caution with the Resources and to properly protect, preserve and safeguard the Resources in accordance with the customary standards of American museums.

g. College agrees to provide the City with an inventory of the Resources designating the specific location of each item on September 1 of each year in such form as may be required by the City Manager.

h. City retains the right to inspect the Resources during normal College business hours.

i. The College agrees to clean, sort, prepare, restore, identify, analyze, stabilize, and store each item of the Resources within a reasonable time following the date of this Agreement, but not later than July 1, 2006.

j. The College shall curate and display the Resources to the public on the premises of Saddleback College.

k. The College shall not send, lend, or otherwise transfer any of the Resources to any other institution, campus, agency, museum, company, organization, or individual for any purpose without the prior express written consent of the City Manager. Any loan of the Resources by the College to another organization shall be documented by a customary and standard loan agreement with provisions for appropriate packing and insurance of the Resources and the prior express written consent of the City Manager.

l. In the event of any loss of Resources, whether complete or partial, the College shall immediately notify the City Manager and shall reimburse the City for the lost resources at the then current fair market value of the Resources and/or the cost to repair or restore the damaged Resources.

m. If the College elects to insure the Resources, it shall name the City as an additional insured.

n. College shall maintain and replace all labels on any of the Resources or their containers and not remove any labels.

o. College agrees to provide the City with access to the Resources at all times, upon reasonable notice by the City.

p. College agrees to provide the City with two copies of any publication, dissertation or report on any of the Resources.

q. College agrees that the City owns all intellectual property rights with respect to the Resources, including, without limitation, the right of replication, and therefore, no replication may be sold by the College.

4. **TERM.** This Agreement shall commence on September 1, 2005, and shall remain and continue in effect until August 31, 2010, unless sooner terminated pursuant to the provisions of this Agreement. Upon the expiration or termination of this Agreement, the College shall return the Resources to the City.

5. **DEFAULT OF COLLEGE; TERMINATION OF AGREEMENT.** If the City Manager or his or her delegate determines that College is in default in the performance of any of the terms or conditions of this Agreement, it shall serve College with written notice of the default. College shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that College fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Notwithstanding the default remedies of this section, after September 1, 2008, the City may terminate this Agreement for its convenience, with or without cause, on thirty (30) days prior written notice to College.

6. **INDEMNIFICATION.** College agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees and designated volunteers from and against any and all claims, demands, losses, attorney fees, defense costs or expenses, or liability of any kind or nature which City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused by College's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability caused by the negligence or wrongful conduct of City, its officers, officials, employees and designated volunteers.

7. **INDEPENDENT CONTRACTOR.** College is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under

this Agreement on behalf of College shall at all times be under College's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of College or any of College's officers, employees or agents, except as set forth in this Agreement. College shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. College shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

8. LEGAL RESPONSIBILITIES. College shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. College shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity or any act or omission occasioned by failure of College to comply with this section.

9. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Mission Viejo
 200 Civic Center
 Mission Viejo, California 92691
 Attention: City Manager

To College: Saddleback College
 28000 Marguerite Parkway
 Mission Viejo, Ca. 92692
 Attention: President

10. ASSIGNMENT. College shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

11. GOVERNING LAW. City and College understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. In carrying out its obligations pursuant to this Agreement, the College shall make itself aware of and shall comply with all applicable statutes, rules and regulations applicable to its rights and obligations pursuant to the Agreement.

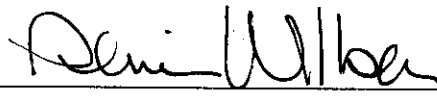
12. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

14. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of College warrants and represents that he or she has the authority to execute this Agreement on behalf of College and has the authority to bind College to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MISSION VIEJO



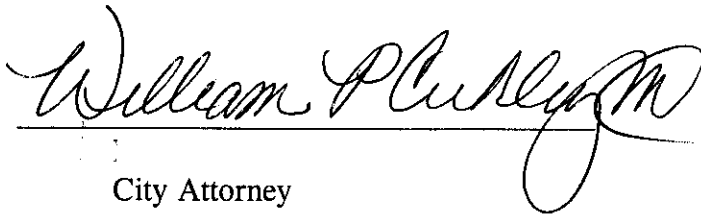
Dennis Wilberg
City Manager

Attest:




Karen Hamman, CSC
City Clerk

Approved As to Form:



City Attorney

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**



Gary L. Poertner
Deputy Chancellor

Attest:

Approved As to Form:

District Legal Counsel

EXHIBIT A

Jackets at Saddleback College

Inventory

Boxed Specimens		Area	Notes
ID Number			
10/18/1991		PA-12N Site #5	
HW 797-26			Semi-prepared (End that broke off)
HW 697-22			No Jacket 6 pieces not boxed Semi-prepared
MV107		PA-12N	No Jacket Semi-prepared
#102		PA12N Site #5	Semi-prepared
JRP 84		PA-12N	Semi-prepared
MV115 Box #8		PA-12N	Float June/Aug 1992 Semi-prepared
HW 697-19	MV115 PA-12N Box #26		Semi-prepared
JRP 108			Semi-prepared Desmostylus Bone and teeth
HW 797-45			Semi-prepared
108 (?)		PA-12N Site #5	Semi-prepared
MV116B			Semi-prepared
HW 797-26			No jacket (2 pieces)
HW 797-5			No jacket
HW 697-32			No jacket (2 pieces)
HW 697-13			
HW 797-22			
HW 697-24			No jacket

Plaster Jackets in Storage

ID Number	Area	Pallet #	Notes
JRP 61		1	
JRP 76		1	
Unknown		1	
JRP 13		2	
JRP 5		2	
JRP 18 (or 81)		2	
HW 1091 #4	PA-12	2	
JRP 92		3	
JPR 50		3	
JPRP 54		3	Large jacket broken
JRP 45		4	
JRP 41	PA-12	4	
Unknown		4	Large jacket (no ID)

JRP 111				5	Desmostylus Bone,teeth and tusk
JRP 117		PA-11		5	Desmostylus Bone and teeth (South Site)
JRP 65				6	
JRP 116				6	Sea Lion Bone and teeth
JRP 114				6	Desmostylus Jaw and teeth
JRP 66		PA-12		7	
JRP 60				8	
JRP 63				8	
JRP 86				8	
JRP 55 (?)				8	
HW 797-1				9	No jacket
HW 797-51				9	
HW 797-22				9	
JRP 39		Site 7		10	
JRP 17 (or 7)		PA-12		10	
Unknown				10	Large jacket
JRP 119		PA-11		11	Desmostylus Bone and teeth
JRP 105		PA-11		12	Desmostylus Bone and teeth
JRP 56				13	
JRP 87				13	
JRP 72		PA-12		13	
HW 1091-32		PA-12		13	
JRP 86		PA-12N		14	
HW 28		PA-7N		14	
HW (no ID)				15	
HW 797-52A				15	
HW 797-42A				16	
HW 797-32				16	
HW 697-24				16	
HW 797-11				16	No jacket
HW 797-30				16	
HW 6797-11				16	
JRP 48		PA-12N		16	
HW 797-20				16	
JRP 77		PA-12		17	
Unknown				17	Very Large jacket
Unknown				18	Very Large jacket
Unknown				18	Very Large jacket
JRP 108		PA-11		19	Desmostylus Bone and teeth
Unknown				20	Very Large jacket

JRP 36	PA-12	21	
JRP 73	PA-12	22	
JRP 31	PA-11	22	Sea Lion (?)
Unknown		22	No jacket
JRP 34	PA-12	22	
JRP 94	PA-12	23	
JRP 53		24	
JRP 33		24	
JRP 37		24	
Unknown		24	
JRP 115	PA-11	25	Desmostylus Bone and teeth
JRP 109		25	Sea Lion skull (Elev. 1064 ft)
JRP 113	PA-11	25	Desmostylus Bone and teeth
Unknown		25	

Jackets in Paleontology Lab/ in process

ID Number	Notes
JRP 67	
JRP 59	
HW 797 -25c	
HW 797 -42	
HW 797 -17	
HW 797 -40	
HW 797 -21	
HW 797 -18	
HW 797 -5	
HW 797 39	
HW 797 -22	
HW 797 -8	
HW 797 -9	
HW 797 -5	
HW 797 -41	may be #44 not 41



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Youth Athletic Park – Change of Time for Ball Field Lights

Recommended Action

Adopt Resolution 07–XX Establishing a Turn Off Time for Ball Field Lights at Youth Athletic Park at 10:15 PM.

Executive Summary

Currently the ball field lights at Youth Athletic Park are turned off no later than 9:15 PM Monday through Saturday with no ball field light use allowed on Sundays. Practices and games are to be completed by 9:00 PM. These requirements are stated in City Council Resolution 2000-86, Section 3 – Conditions of Approval - Numbers 2, 3 and 7 (Exhibit A) which was approved by the City Council at their May 15, 2000 meeting. This is different than the other five sports parks (Alicia, Beebe, Curtis, Gilleran and Oso Viejo/World Cup) which have a turnoff time of 10:15 PM seven days a week, Monday through Sunday. Games and practices are to be completed by 10:00 PM at these other parks. Adoption of the attached Resolution will make Youth Athletic Park consistent with the other sports parks in the City. Initially, the Planning and Transportation Commission approved the lighting of two fields (#1 and #8) at Youth Athletic Park in January 1997 with the lighting conditions listed as above. The Planning and Transportation Commission did not approve the lighting of a third field (#5) at their February 28, 2000 meeting. The proposed lighting was appealed to the City Council at their May 15, 2000 meeting who approved the lighting of the third field subject to the above conditions.

Previous Relevant Council Actions for This Item

May 15, 2000 – Approved lighting of Field # 5 and a turn off of lights at 9:15 PM

Attachments

Exhibit A – Resolution 2000-86; Draft Resolution 07-XX

Fiscal Impact:

Amount Requested \$ NA

Sufficient Budgeted Funds Available?: Yes ___ No ___ (If no, see attached fiscal analysis)

Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

M. Kelly Doyle, Director
Recreation & Community Services

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis Wilberg
City Manager

RESOLUTION 07-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, ESTABLISHING A TURN OFF TIME FOR BALL FIELD LIGHTS AT YOUTH ATHLETIC PARK AT 10:15 PM

WHEREAS, the City Council of the City of Mission Viejo is charged with the responsibility of establishing municipal policies to guide the various functions of the City, and where necessary, establishing procedures by which functions are performed; and

WHEREAS, the City Council desires to establish a turn off time for ball field lights at Youth Athletic Park at 10:15 p.m.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. That use of the ball field lights at Youth Athletic Park shall be limited to the period from dusk to 10:15 p.m. Monday through Sunday for youth baseball and youth soccer. Use of the ball field lights shall be limited to youth sports.

Section 2. That use of the ball lighting system for evening youth sports programs shall be regulated by the Recreation and Community Services Director to assure that hours of use do not extend beyond 10:15 p.m. All games and practices shall be scheduled to end by 10:00 p.m.

Section 3. That the City shall install an override system that automatically turns off the ball field lights at 10:15 p.m., in the event the leagues do not manually turn off the lights.

Section 4. This Resolution shall take effect upon its adoption by this City Council.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2007. .

Gail Reavis
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the fifth day of February, 2007 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ATTEST:

Karen Hamman
City Clerk

RESOLUTION 2000-86**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO APPROVING PLANNED DEVELOPMENT PERMIT NO. PDP99-15 FILED BY THE CITY OF MISSION VIEJO RECREATION AND COMMUNITY SERVICES DEPARTMENT FOR THE LIGHTING OF FIELD 5 AT YOUTH ATHLETIC PARK**

WHEREAS, Planned Development Permit No. PDP99-15 to permit lighting for Field 5 at Youth Athletic Park was filed by the City Recreation and Community Services Department in accordance with the provisions of the City of Mission Viejo Municipal Code; and

WHEREAS, Planned Development Permit No. PDP99-15 was processed in the time and manner prescribed by state and local law; and

WHEREAS, the City of Mission Viejo conducted project specific environmental review pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines;

WHEREAS, the Planning Commission conducted noticed public hearings on November 8, 1999, December 13, 1999, and February 28, 2000 at which time interested persons had an opportunity to testify either in support of or opposition to the proposed project; and

WHEREAS, the Planning Commission did not approve the proposed project on February 28, 2000; and

WHEREAS, the Planning Commission's determination was appealed to the City Council on March 9, 2000 by Mayor Butterfield; and

WHEREAS, the City Council conducted a noticed public hearing on May 15, 2000 at which time interested persons had an opportunity to testify either in support of or opposition to the proposed project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1 - FINDINGS

That the City of Mission Viejo City Council hereby makes the following findings:

1. That the proposed lighting of Field 5 at Youth Athletic Park is consistent with the City's General Plan.
2. That the proposed ball field lighting improvements are consistent with the City of Mission Viejo's Development Code.

**Planned Development Permit PDP99-15
Resolution of Approval
Page 2**

3. That the proposed site is physically suitable for the proposed ball field lighting.
4. That adequate utility services and capacities exist for the additional ball field lighting.
5. The location, size, design and operating characteristics of the additional Youth Athletic Park ball field lighting will not create unusual noise, traffic or other conditions or situations that may be objectionable, detrimental or incompatible with other permitted uses in the vicinity.
6. The additional ball field lighting project will not result in conditions or circumstances contrary to the public health and safety and the general welfare.
7. That there is no evidence before the City of Mission Viejo City Council that the ball field lighting improvement project will have any potential for adverse effect on wildlife resources or the habitat upon which the wildlife depends.
8. That the data and analysis upon which these findings of fact are based are set forth in the staff written and oral presentations, public testimony, Planning Commission comments, and City Council comments that constituted the City Council review of this application.

SECTION 2 - ENVIRONMENTAL REVIEW

An Expanded Initial Study/Mitigated Negative Declaration (IS/MND 99-15) for Youth Athletic Park (YAP) Ballfield Lighting Project (Field 5), dated February 4, 2000, was prepared to address the project specific impacts associated with the proposed project subject of Planned Development Permit PDP99-15. After examining the Expanded Initial Study, the City Council finds that any potential significant adverse impacts can be mitigated to a level of insignificance. Therefore, the City Council grants a Mitigated Negative Declaration in conjunction with Planned Development Permit PDP99-15. The mitigation measures are found in the Expanded Initial Study and incorporated into the conditions set forth herein below in Section 3 of this report. The mitigation is structured to include appropriate monitoring.

SECTION 3 - CONDITIONS OF APPROVAL

That the City of Mission Viejo City Council hereby approves Planned Development Permit No. 99-15 for the lighting of Field 5 at Youth Athletic Park subject to the following conditions:

1. Except as otherwise provided herein, this permit is approved as a precise plan. After any application has been approved, if changes are proposed regarding the location or alteration of any use or structure, a changed plan may be submitted to the Community Development Director for approval. If the Director determines that the proposed change complies with the provisions and the spirit and intent of the approval action, and that the action would have been the same for the changed plan as for the approved plot plan, he may approve the changed plan without requiring a referral to the Planning Commission.

Planned Development Permit PDP99-15
Resolution of Approval
Page 3

2. That use of the field lights on Field 5 shall be limited to the period from dusk to 9:15 p.m. Monday through Saturday for youth baseball and youth soccer. Use of the field lights shall be limited to youth sports.
3. That use of the lighting system for evening youth sports programs shall be regulated by the Recreation and Community Services Director to assure that hours of use do not extend beyond 9:15 p.m. All games and practices shall be scheduled to end by 9:00 p.m.
4. That luminaries for the field shall be directed toward the field to achieve the desired light spread. Musco Lighting warrants accurate alignment of the luminaries for a period of seven years starting from the date of delivery. If necessary, Musco Lighting shall realign individual luminaries, if, based on testing or resident complaints, it is determined that fixtures are misaligned.
5. That upon installation, Musco Lighting shall conduct testing, inspection, and measurements to assure compliance with performance standards. All testing will be conducted in accordance with methodology specified within the lighting plan reviewed and approved by the City Recreation and Community Services Department. The test will be conducted with the entire field illuminated. Test stations will be based on a 20-foot by 20-foot grid.
6. That Musco Lighting shall conduct spill/glare testing on a line north and northeast of the site in the vicinity of the residential uses as shown in Figures 10 through 13 of the Expanded Initial Study/Negative Declaration No. 99-15. Horizontal maximum foot-candle readings shall be conducted every 30 feet on the line. A final report of the test results shall be provided to the City. If the test results show a reading of 0.25 foot-candle or greater, the light fixtures shall be realigned and/or mitigation installed to reduce the amount of spill light below 0.25 foot-candle.
7. That the City shall install an override system that automatically turns off the lights at 9:15 p.m., in the event the leagues do not manually turn off the lights.
8. That lighting location, number of light fixtures, lights, fixture design including shielding devices, intensity, and pole height shall conform substantially with the exhibits examined by the City Council. The exhibits are marked "Site Plan, Exhibit A", "Grading Plan, Exhibit B" and "Sections, Exhibit C", and dated May 15, 2000 for identification. The Director of Recreation and Community Services or the Director of Community Development may require adjustments in the shielding device or fixture to ensure that there is no light spillage into the nearby residential area.
9. No loud speakers, air horns or any other amplification devices shall be used at the baseball and soccer fields, which are audible from the residential area; moreover, all amplification shall require a permit from the Director of Recreation and Community Services.

Planned Development Permit PDP99-15
Resolution of Approval
Page 4

- 10. The construction contractor shall coordinate activities with the Recreation and Community Services Department to avoid conflicts with existing recreational uses and associated parking demand.
- 11. That in accordance with the City's Noise Ordinance, construction activities shall be restricted to the hours between 7:00 a.m. and 8:00 p.m., Monday through Saturday. No noise-generating construction activities shall take place on Sundays and holidays.
- 12. That noise-generating construction equipment operated at the project site shall be equipped with effective noise control devices, i.e., mufflers, lagging and/or motor enclosures. All equipment shall be properly maintained to assure that no additional noise due to worn or improperly maintained parts will be generated.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF MAY, 2000.


Sherri M. Butterfield, Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on the 15th day of May, 2000, by the following vote of the Council:

AYES: Butterfield, Craycraft, Faubel, Withrow
NOES: Ledesma
ABSENT: None

ATTEST:


Ivy J. Joseph, City Clerk

Wendy Wong

From: R.J. Hansen [rrrjulius@earthlink.net]
Sent: Thursday, February 01, 2007 10:19 AM
To: Recreation
Subject: Lighting at Youth Park

I am strongly against the extension....

Remember that Mission Viejo is primarily a bedroom/commuter city. Many people in the area of the park get up early 0400 hours / 0500 hours to commute to their jobs. I know because I hear their cars on the street leaving. That means that they go to bed early during the week between 2100 and 2200 (8 and 10 p.m.) so as to get a normal 8 hours of sleep.

During the evening hours when traffic noise settles down, noise can be heard louder and further away. The "crack" or "ping" of an aluminum bat is very loud and piercing, much less the shouting that goes along with the game.

Extending play, even that one hour, would very much disturbed those in the area of the park who go to bed early and because of the quieting nature of the traffic noise, the disturbing sounds would impact those at a further distance away than experience the noise currently...simple matter of physics....the lighting impact is minimal...it is the noise generation that is a major impact. For the good of those tax payers who live with-in the vicinity of the park and who need their weekday rest and sleep....please reconsider and kill the idea....R.J. Hansen

Wendy Wong

From: Tammy Schaefer [Tammy.Schaefer@wdc.com]
Sent: Monday, February 05, 2007 10:35 AM
To: Recreation
Subject: Lighting of Ball Fields

To Whom It May Concern:

I received a notice just yesterday from a neighbor regarding the lighting of ball fields at Youth Athletic Park. Unfortunately I will not be able to attend the meeting but would like to include my input regarding this matter.

My home backs up to the Athletic Field and I feel lights out at 9:15pm is sufficient time for the ball field. As it stands lights out at 9:15pm means everyone collects themselves, visits, get into their cars and by the time they head for home its 10:00pm. If the 9:15pm time changes to 10:15pm people will not be leaving the ball field until around 11:00pm which is very late for people living in the homes surrounding the field.

As a mom, I also feel it's important for the children playing on that field to be home and in bed at a reasonable hour because they have to get up early for school. I'm sure, as adults, want our children to do their very best in school and I believe it is difficult for them to do that with a lack of sleep.

Also as a mom, my kids need their sleep and if the ball field has noise until 10:00pm or 11:00pm this will disrupt their sleep and could affect their school work.

My vote is NOT to extend the ball field curfew to 10:15pm

Thank you for your time and consideration in this matter.

Tammy Schaefer
22112 Antigua
Mission Viejo, 92692

RESOLUTION 07-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, ESTABLISHING A TURN OFF TIME FOR BALL FIELD LIGHTS AT YOUTH ATHLETIC PARK AT 10:15 PM

WHEREAS, the City Council of the City of Mission Viejo is charged with the responsibility of establishing municipal policies to guide the various functions of the City, and where necessary, establishing procedures by which functions are performed; and

WHEREAS, the City Council desires to establish a turn off time for ball field lights at Youth Athletic Park at 10:15 p.m.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

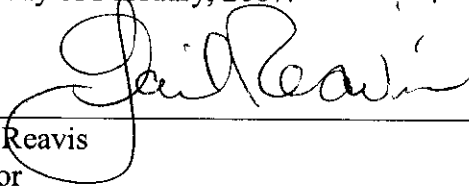
Section 1. That use of the ball field lights at Youth Athletic Park shall be limited to the period from dusk to 10:15 p.m. Monday through Sunday for youth baseball and youth soccer. Use of the ball field lights shall be limited to youth sports.

Section 2. That use of the ball lighting system for evening youth sports programs shall be regulated by the Recreation and Community Services Director to assure that hours of use do not extend beyond 10:15 p.m. All games and practices shall be scheduled to end by 10:00 p.m.

Section 3. That the City shall install an override system that automatically turns off the ball field lights at 10:15 p.m., in the event the leagues do not manually turn off the lights.

Section 4. This Resolution shall take effect upon its adoption by this City Council.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2007.



Gail Reavis
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the fifth day of February, 2007 by the following vote of the Council:

AYES: Kelley, Ledesma, MacLean, and Ury
NOES: Reavos
ABSENT: None

ATTEST:



Karen Hamman
City Clerk



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Solid Waste Franchise Agreement with Waste Management of Orange County

Recommended Action

(1) Expand the responsibility of the Solid Waste Ad Hoc Committee to include matters related to the extension of the Solid Waste Franchise Agreement; and (2) direct staff and the Ad Hoc Committee to begin discussions with Waste Management of Orange County regarding a two-year extension of the Integrated Solid Waste Franchise Agreement and report back to Council in 90 days.

Executive Summary

The City of Mission Viejo and Waste Management of Orange County (WMOC) entered into a franchise agreement for exclusive solid waste services on August 21, 2000. Services commenced on January 1, 2001, and will expire on December 31, 2008. Per the terms of the agreement, an extension may be permitted up to a maximum of two additional years at the sole discretion of the City. Staff recently received a letter from David Ross, Senior District Manager, of WMOC, which expressed his interest to begin discussions with the City regarding a two-year extension of the solid waste contract.

Over the last six years, WMOC and the City have enjoyed a very good working relationship. WMOC provides excellent service to both residential and commercial customers in Mission Viejo and gives tremendous support to the City and community. In a community opinion survey conducted by the City in May 2006, trash collection and recycling service was identified by residents as the third most important service of 16 specific services provided by the City; furthermore, trash collection and recycling service ranked third in customer satisfaction of the same 16 services. WMOC supports numerous community organizations and City events through monetary donations and in-kind services.

Waste Management has played a vital role in helping Mission Viejo reach the State-mandated diversion goal of 50%. Staff has recently learned that the City's 2005 State Diversion Rate is 51%. Reaching this diversion goal can be directly attributed to the many recycling and diversion programs provided by WMOC including the diversion of construction and demolition waste, a waste-to-energy program, and business recycling. During the term of the contract, WMOC has willingly worked with staff to make adjustments to the contract that best meet the needs of the City. As a result, the City now has At-the-Door Household Hazardous Waste Collection and a Battery Recycling Program. Waste Management also assisted the City in bringing a Sharps Disposal by Mail Program to Mission Viejo, which is the first of its kind in Orange County.

This issue comes well in advance of the contract expiration because the process of preparing a request for proposals and selecting a new trash hauler may take 18 months or longer. Staff recommends the City Council direct staff to begin discussing a two-year extension to the contract and report back to Council in 90 days.

Previous Relevant Council Actions for This Item

N/A

Attachments

Exhibit A [WMOC Letter]

Fiscal Impact:

Amount Requested: N/A

Prepared By

Loren E. Anderson
Director of Public Works

Reviewed By

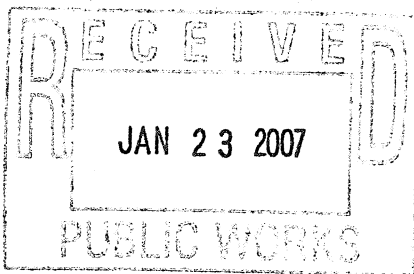
Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager



WASTE MANAGEMENT

Orange County District
1800 South Grand Avenue
Santa Ana, CA 92705
(714) 480-2300
(714) 568-6626 Fax



January 19, 2007

Mr. Dennis Wilberg, City Manager
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691

Re: Solid Waste Franchise Agreement

Dear Mr. Wilberg,

Waste Management of Orange County is proud of our long and productive partnership with the City of Mission Viejo, which has been in place since the city incorporated in 1988, except for a period of five years.

In order to continue and advance our successful partnership, we would like to begin discussions with the city regarding our current solid waste and recycling contract, which is due to expire in December of 2008. The current agreement allows for an extension of up to a maximum of two years, at the sole discretion of the city.

The Waste Management team is fully aware of Mission Viejo's commitment to the highest environmental standards and we applaud this dedication. As a result, the city has our continued pledge to be a dependable service provider and valuable community partner on these environmental endeavors.

At your convenience, please call me at 714-480-2353 so we can set a date to discuss our mutual interests. I look forward to talking with you.

Sincerely,

David Ross
Sr. District Manager

Cc: Denise Matson, City of Mission Viejo

From everyday collection to environmental protection, Think Green® Think Waste Management.



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Rate Adjustment for Solid Waste Delivered to Southeast Resource Recovery Facility

Recommended Action

Adopt Resolution 07-XX Approving the Proposed Rate Adjustment for Solid Waste Delivered to Southeast Resource Recovery Facility (Waste-to-Energy) for Disposal (from \$45.26 to \$58.10) Effective Immediately.

Executive Summary

The California Integrated Waste Management Board regulations allow a city to take 100% diversion credit for solid waste tons taken to a transformation/waste-to-energy facility up to a maximum of 10% of a city's total waste generation. In July 2004 in an effort to increase Mission Viejo's diversion rate, Waste Management of Orange County (WMOC) began taking all non-C&D roll-off loads to Southeast Resource Recovery Facility (SERRF) a waste-to-energy plant in Long Beach. Since the inception of the waste-to-energy program, WMOC has taken 14,500 tons of solid waste to SERRF.

The disposal rate charged by WMOC to the customers has been fixed at \$45.26 (this is the same rate charged for construction and demolition waste processing) since the inception of the program even though SERRF has raised tipping fees several times. WMOC has informed the City in writing that a rate increase is necessary if the City wants the program to continue. The new rate will be \$58.10 per ton. See Exhibits A and B for a breakdown of costs.

Staff has recently learned that the City's 2005 State Diversion Rate is 51%; however, without the SERRF diversion credit this program provides, the City would be at 49% for 2005. Staff expects higher diversion credit from SERRF in 2006 because more solid waste was delivered to the facility. The SERRF program has shown positive results on the City's diversion while only impacting about 17 local businesses (see page 2 of Exhibit A).

Staff recommends that the Council approve the proposed rate of \$58.10.

Previous Relevant Council Actions for This Item

N/A

Attachments

Draft Resolution

Exhibit B [WMOC's Proposed Rate Adjustment Worksheet]

Exhibit A [WMOC's Letter]

Exhibit C [City of Long Beach Notice of Rate Increase]

Fiscal Impact:

Amount Requested: N/A

Prepared By

Loren E. Anderson
Director of Public Works

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager

RESOLUTION NO. 07-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO APPROVING THE PROPOSED RATE ADJUSTMENT FOR SOLID WASTE DELIVERED TO SOUTHEAST RESOURCE RECOVERY FACILITY (WASTE-TO-ENERGY) FOR DISPOSAL (FROM \$45.26 TO \$58.10) EFFECTIVE IMMEDIATELY.

WHEREAS, the City of Mission Viejo entered into a Franchise Agreement with Waste Management of Orange County on the 21st day of August 2000; and

WHEREAS, Waste Management of Orange County implemented a waste-to-energy program in July 2004; and

WHEREAS, the tipping fees/gate rate at Southeast Resource Recovery Facility has increased; and

WHEREAS, the terms of the Franchise Agreement allow Waste Management to request a rate increase based on unusual changes in the cost of providing service including changes in components of the gate rate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Approve the proposed trash rate adjustment for solid waste delivered to Southeast Resource Recovery Facility (waste-to-energy) for disposal effective immediately.

SECTION 2. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of February, 2007.

Gail Reavis
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the 5th day of February, 2007 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ATTEST:

Karen Hamman
City Clerk

**WASTE MANAGEMENT**

Orange County District
 1800 South Grand Avenue
 Santa Ana, CA 92705
 (714) 480-2300
 (714) 568-6626 Fax



January 12, 2007

Denise Matson
 City of Mission Viejo
 200 Civic Centers
 Mission Viejo, CA 92691

Dear Ms. Matson:

As a follow-up to our discussion regarding the increase to the SERRF solid waste fee from the City of Long Beach, Waste Management (WM) will be increasing the rolloff rate charged to all non-C&D rolloff customers effective 2/1/2007 if the City chooses to continue the SERRF diversion program.. As you are aware WM began taking all non-C&D rolloff disposal volume from the City of Mission Viejo to the SERRF Waste to Energy plant in Long Beach in July 2004. The California Integrated Waste Management Board regulations allow a city to take 100% diversion credit for tons taken to a transformation facility up to a maximum of 10% of a city's total waste generation. Since the inception of the program, the City has received diversion credit on 14,500 tons an average of 480 tons per month.

When the program was implemented, the disposal rate was set at \$45.26 per ton based on the following:

SERRF Disposal Rate	\$33.63
Freight to Long Beach	6.20
WM Processing	3.17
Franchise Fees	2.26
Total Rate per Ton	\$45.26

The disposal rate charged to the customer has been fixed at \$45.26 since the inception of the program. Since July 2004, SERRF has had several rate increases and we were notified that effective January 1, 2007, it is again increasing the disposal rate to \$45.00 per ton. WM has not increased the disposal rate since the program started, but with the significant increase imposed by SERRF, we must increase rates accordingly if the City chooses to continue the program. The new rate effective February 1, 2007 will be \$58.10 per ton based on the following:

SERRF Disposal Rate	\$45.00
Freight to Long Beach	6.75
WM Processing	3.44
Franchise Fees	2.91
Total Rate per Ton	\$58.10

From everyday collection to environmental protection, Think Green® Think Waste Management.

The detail support of the calculation is included for your review. Please see "Mission Viejo SERRF Incr.xls"

While the program has had a positive impact on the City's diversion results, the cost of the program impacts very few Mission Viejo businesses. Below is the list of permanent rolloff customers that will be impacted by the rate increase.

ALBERTSONS 6517	MUIRLANDS BL
CAMDEN CROWN VALLEY	LA ALAMEDA
DIRECT CARPET SALES	MARGUERITE PKWY
HOME DEPOT 0614	HILLCREST
KALEIDOSCOPE	CROWN VALLEY PKWY
MACY'S WEST	CROWN VALLEY PKWY
MERVYNS	ALICIA PKWY
MICHAELS	MARGUERITE PKWY
MISSION HOSPITAL	MEDICAL CENTER RD
MISSION VIEJO COUNTRY	OSO PKWY
MISSION VIEJO MALL	CROWN VALLEY PKWY
PAVILLONS	MARGUERITE PKWY
ROBINSONS MAY	CROWN VALLEY PKWY
SAKS FIFTH AVENUE	CROWN VALLEY PKWY
STEIN MART	MARGUERITE PKWY
TARGET	ALICIA PKWY
UNISYS	JERONIMO RD

Attached is a detail calculation of the rate adjustment. If the City chooses to discontinue the SERRF diversion program, the disposal rate per ton would be \$23.16 per ton. Please let me know at your earliest convenience whether the City wants WM to continue using SERRF and charging the new disposal rate.

If you need any additional information or have any questions, please call me at 714-480-2339.

Sincerely,



Bill Higginbotham
Waste Management of Orange County

cc: Kathy Vandal – Waste Management
Chrystal Denning – Waste Management
David Ross – Waste Management

EXHIBIT B

CITY OF MISSION VIEJO

Construction & Demolition Haul Rate

PROPOSED RATE ADJUSTMENT - EFFECTIVE FEBRUARY 1, 2007

June 2004 Producers Price Index (PPI) for Finished Goods:	148.7
June 2006 Producers Price Index (PPI) for Finished Goods:	161.8
Change in Index	13.1
Percent Change in Index	8.81%
June 2004 Disposal Tipping Fee at Long Beach SERRF	\$ 33.63
February 2007 Disposal Tipping Fee at Long Beach SERRF	\$ 45.00
Change in Fee	\$ 11.37
Percent Change in Index	33.81%

Disposal Rate per Ton

	2006 Total Rate	Increase \$	2007 New Total Rate	% Increase
Transfer Station Processing	\$ 3.17	\$ 0.28	\$ 3.45	8.8%
Freight to Long Beach SERRF	\$ 6.20	\$ 0.55	\$ 6.75	8.8%
SERRF Tipping Fee	\$ 33.63	\$ 11.37	\$ 45.00	33.8%
City Franchise Fees @ 5%	\$ 2.26	\$ 0.64	\$ 2.91	28.4%
Total Disposal Rate Per Ton	\$ 45.26	\$ 12.84	\$ 58.10	

CITY OF LONG BEACH



DEPARTMENT

CHRISTOPHER J. GARNER
DIRECTOR2400 EAST SPRING STREET · LONG BEACH, CA 90806
(562) 570-2000 · FAX (562) 570-2008

www.lbgo.org

December 1, 2006

SUBJECT: SERRF SOLID WASTE DISPOSAL FEE – JANUARY 1, 2007

Dear Hauler:

This letter is to advise you that effective January 1, 2007 the tipping fee for non-contracted waste carriers at SERRF will increase to **\$45.00/ton**. This \$3.00 increase over the 2006 fee falls within the competitive per ton increases for 2007 in California and is regulated by the County Sanitation Districts of Los Angeles County.

Your tonnage allocation will not change, nor the requirement that deliveries of Acceptable Waste be made on self-unloading vehicles at no charge to the City of Long Beach.

The definitions on the reverse side of this advisement govern the quality of waste to be brought to SERRF. Please note that these definitions are intended to preclude significant quantities of *Unprocessable Waste* from being delivered.

The Electric Generation Bureau wishes to thank you for your continued business here at SERRF and is dedicated to servicing waste industry needs. If you should have any questions or future concerns, please contact me at (562) 570-7840.

Sincerely,

Charles R. Tripp, Manager
Electric Generation Bureau
120 Pier S Avenue
Long Beach, CA 90802-1039

CRT:MT
12/01/06
C:TIPFEE_DT



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Felipe Road Resurfacing Project (CIP 837)

Recommended Action

Approve the bid specifications and authorize staff to advertise for construction bids for the subject project.

Executive Summary

This year's arterial highway resurfacing project (CIP 837) is the resurfacing of Felipe Road. The construction documents are now complete, and the project is ready to be advertised for construction bids. The scope of work consists of the removal and replacement of deficient curb, gutter, sidewalk, and pavement followed by a rubberized slurry seal.

The total estimated construction cost is approximately \$440,000, which is within the currently available budget of approximately \$450,000. Staff intends to return to City Council with a construction contract award recommendation at the first meeting in April. Work is scheduled to commence around the first of May and be completed sometime in July. This project is categorically exempt from the provisions of CEQA.

Previous Relevant Council Actions for This Item

None

Attachments

Map

Bid Specifications [on file in City Clerk's office]

Fiscal Impact:

Amount Requested: \$-0-

Sufficient Funds Available: N/A

Prepared By

Loren E. Anderson
Director of Public Works

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager



**FELIPE ROAD RESURFACING PROJECT (CIP 837)
LA PAZ ROAD TO MARGUERITE PARKWAY**



**CITY OF MISSION VIEJO
CALIFORNIA**

SPECIFICATIONS

FOR

**FELIPE ROAD
PAVEMENT RESURFACING**

CIP 837

**PREPARED BY
CITY OF MISSION VIEJO
200 CIVIC CENTER
MISSION VIEJO, CALIFORNIA 92691
(949) 470-3091**

February 2007

**CITY OF MISSION VIEJO
CALIFORNIA**

SPECIFICATIONS

FOR

**FELIPE ROAD
PAVEMENT RESURFACING**

CIP 837

Approved By:

RICHARD SCHLESINGER, City Engineer

Date

**CITY OF MISSION VIEJO
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PAVEMENT RESURFACING**

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**CITY OF MISSION VIEJO
NOTICE INVITING SEALED BIDS**

**FELIPE ROAD
PAVEMENT RESURFACING**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the **City of Mission Viejo**, as Agency, for furnishing all materials, equipment, tools, labor and incidentals as required for the above-stated project in strict accordance with the specifications and drawings on file at the office of the City Clerk of the **City of Mission Viejo**.

Bids will be received at the office of the City Clerk, **City of Mission Viejo**, until the hour of **2:00 p.m. on Thursday, March 15, 2007**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "**SEALED BID FOR FELIPE ROAD PAVEMENT RESURFACING**".

The work to be constructed hereunder is located in the **City of Mission Viejo**. The work generally consists of demolition and removals, PCC curb, gutter, sidewalk, driveway aprons and access ramps, partial-depth cold-planing, asphalt paving, crack sealing, utility cover adjustments, traffic paint removal, Type II REAS slurry seal, striping and pavement markings, traffic control, and all appurtenant work.

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids; to waive any informality in the bidding; and to accept any bid or portion thereof; and to take all bids under advisement for a period of 45 days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the work as bid.

At the time of contract award, the contractor shall possess a Class A Contractor's License or a combination of Class C Specialty Contractor's License(s) adequate to perform the work herein described.

Each bid must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the AGENCY, as a guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10% of the amount of the bid. The Performance Bond shall be not less than 100% of the total amount of the bid price named in the contract. The Payment Bond shall be not less than 100% of the total amount of the bid price named in the contract. The AGENCY reserves the right to reject any bond if, in the opinion of the AGENCY Attorney, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor

under him to pay not less than said specified rates to all workmen employed by them in the execution of the contract.

The City of Mission Viejo hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business and Women's Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

A full set of drawings and specifications is available for inspection without charge at the public counter of the City Hall of the **City of Mission Viejo**.

Complete sets of said contract documents may be purchased at a cost of \$50.00 (fifty dollars) per set and are obtainable from the **City of Mission Viejo**, 200 Civic Center, Engineering Counter, Mission Viejo, California 92691. No refund will be made of any charges for sets of contract documents. Plans and specifications can be mailed for an additional \$10.00 (ten dollars) per set.

Dated this _____ day of _____, 2007.

Karen Hamman
City Clerk

City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

**CITY OF MISSION VIEJO
INSTRUCTIONS TO BIDDERS**

**FELIPE ROAD
PAVEMENT RESURFACING**

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

2. PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

3. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR FELIPE ROAD PAVEMENT RESURFACING".

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

7. IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures, unless such changes are confirmed by the City Clerk at the time of bid opening. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said AGENCY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting his bid, each bidder shall inform himself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render his bid irregular and may result in its rejection by the AGENCY.

12. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the AGENCY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. At the time of contract award, the successful bidder shall hold a Class A Contractor's License or a combination of Class C license(s), as required to perform the work, issued by the State of California. Additionally, the AGENCY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the AGENCY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the contract from the State Director of the Department of Industrial Relations. These rates are on file with the Clerk of the AGENCY, and copies will be made available to any interested party on request. It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable

to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workmen concerned.

The AGENCY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the AGENCY on the contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

15. WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1861 of the State Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.

17. SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of ½ of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the AGENCY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted by the Agency. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

18. INSURANCE

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein. The cost of such insurance shall be included in the Contractor's bid.

Commercial General Liability/Umbrella. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be no less than **\$2,000,000.00** per occurrence for all coverages and **\$2,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop-down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **one million dollars** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees, or agents.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention 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 retention as respects to the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

19. BINDING ARBITRATION

Applicable Law

The parties of the contract hereby agree that all claims, disputes or matters in question between and among the parties arising out of or relating to the contract or the breach thereof will be decided by binding arbitration. Except as provided below, any such arbitration shall be governed by Code of Civil Procedure §§1280 et seq. Should any provision in this "Binding Arbitration" section be found to be unenforceable, then such provision shall be severed and the parties agree that the remaining provisions shall be binding and enforceable as if adopted absent the unenforceable provision.

Selection of Arbitrator

Upon notification of a party's election to proceed with arbitration under this section, the parties shall have thirty (30) days to jointly select an arbitrator. In the event that the parties are unable to reach an agreement as to the selection of an arbitrator, an arbitrator will be selected from the American Arbitration Association's panel of construction arbitrators. There shall be no limit on the number of arbitrators that a party can disqualify with respect to the American Arbitration Association's list of arbitrators.

Amount in Controversy/Discovery

1. If the amount in controversy is less than \$50,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of one deposition (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
2. If the amount in controversy is equal to or greater than \$50,000 but less than \$150,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of no more than three depositions (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
3. If the amount in controversy is equal to or greater than \$150,000, then all discovery rules contained in the California Civil Discovery Act, Code of Civil Procedure Section 2016, et seq., shall apply to the arbitration, except each party will only be allowed to propound no more than 50 special interrogatories, and no requests for admissions shall be permitted.

The above deposition limits shall not be applicable to expert depositions. Experts shall be designated and deposed in accordance with Code of Civil Procedure §2034.

Procedure/Evidence

1. General and specific rules of trial procedure and evidence as set forth in the California Code of Civil Procedure and the California Evidence Code, respectfully, shall apply except that the arbitrator may admit any relevant evidence which he believes should be afforded consideration.
2. Motions for summary judgment and/or summary adjudication of issues shall be permitted only if the amount in controversy is equal to or greater than \$50,000. Motions for summary judgment and/or summary adjudication of issues shall be heard in accordance with the Federal Rules of Civil Procedure, Rule 56. The arbitrator shall also have the authority to decide specific legal and/or factual issues by way of a motion for summary judgment and/or summary adjudication of issues regardless of whether or not such resolve a cause of action.
3. Demurrers and motions for judgment on the pleadings shall not be allowed. The arbitrator shall review the pleadings and in the arbitrator's sole discretion a dismissal and/or amendment of a pleading can be ordered.
4. The arbitrator shall conduct a pre-arbitration conference for purposes of coordinating the arbitration. At the pre-trial arbitration conference, all of the following issues shall be addressed: procedural matters, exchange of exhibits, witness lists, motions in limine, arbitration briefs, and the potential for narrowing issues and/or factual disputes by stipulation or by bifurcating the arbitration. The arbitrator can bifurcate specific factual and/or legal issues in addition to causes of action.
5. The arbitrator will close the arbitration hearing after presentation of the evidence and receipt of final briefs, which must be submitted within twenty (20) days from the final presentation of evidence. The time limit within which the award must be filed begins with the closing of the hearing.
6. The arbitrator may for good cause reopen the hearing through request of either party, at any time, before the award is made.
7. The arbitrator's award must be mailed promptly to the parties, but no later than thirty (30) days after the closing of the hearing. The award will be based upon the evidence introduced at the hearing, including all logical and reasonable inferences made therefrom. The arbitrator may grant any remedy that is just and equitable.

Joinder

No arbitration arising out of or relating to the contract documents shall include by consolidation, joinder or in any other manner any other person or entity who is not a party to this contract unless:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

3. the written consent of the other person or entity sought to be included and of City and Contractor has been obtained for such inclusion, which consent shall make specific reference to this section; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Costs and Fees

1. Prior to a decision being rendered in the arbitration, the parties shall split the arbitrator's fees and be responsible for the prompt payment thereof.
2. The prevailing party shall be awarded its attorney's fees and costs, including, without limitation, the arbitrator's fees.

Conclusiveness of Judgment

The arbitration award will be final and binding and there is no direct appeal from the award on the grounds of error in the application of the law or based upon the arbitrator's interpretation of the facts presented. The only reasons for challenging the arbitrator's award are those set forth in the Code of Civil Procedure, Section 1286.2(a), (b), (c) and/or (f) only. If any party other than the City seeks to challenge the arbitrator's award pursuant to these Code of Civil Procedures sections, such party must post a bond in the amount of 150% of the arbitrator's award (including the award of costs and fees).

Duration

From the time arbitration proceedings are initiated, such proceedings must be completed within six (6) months, unless (1) the amount in controversy equals or exceeds \$150,000, the arbitration must be completed within one year or (2) the arbitrator extends the completion period for good cause or based upon the stipulation of the parties. Arbitration proceedings shall be deemed initiated upon the appointment of the arbitrator.

**CITY OF MISSION VIEJO
PROPOSAL
FELIPE ROAD
PAVEMENT RESURFACING**

TO **CITY OF MISSION VIEJO**, as AGENCY:

In accordance with AGENCY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone: (_____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

**CITY OF MISSION VIEJO
PUBLIC WORKS DEPARTMENT**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes No

2. If yes, explain the circumstances:

Signature of Bidder

PROPOSAL

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands and seals of all forenamed principals this _____ day of _____, 2007.

BIDDER _____

Subscribed and sworn to this _____ day of _____, 2007.

NOTARY PUBLIC _____

AGENCY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title _____

**NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid."

Signed _____

Print Name

Title

Subscribed and sworn to before me this _____ day of _____, 2007.

Signature of Notary Public

(SEAL)

(10% of the Proposal Amount)

Bond # _____

**CITY OF MISSION VIEJO
BID BOND**

**FELIPE ROAD
PAVEMENT RESURFACING**

KNOW ALL MEN BY THESE PRESENTS that we _____
_____ as "Principal/Bidder," and _____
_____ as "Surety," are held and firmly bound unto City of Mission Viejo as "Agency" in the
penal sum of _____ Dollars (\$ _____
_____), for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal/Bidder submitted to the
Agency a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract
in writing for the _____
_____ and will furnish all required certificates of insurance
and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be
accepted, and the Principal/Bidder shall execute and deliver a contract in the prescribed Form of
Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall
execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other
respects perform the agreement created by the acceptance of said Proposal, then this obligation
shall be void; otherwise, this obligation shall remain in force and effect, it being expressly
understood and agreed that the liability of the Surety for any and all default of the Principal/Bidder
hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon
this bond by Agency and judgment is recovered, Surety shall pay all costs incurred by Agency in
said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall in no way be impaired or affected by an extension of the time within which the
Agency may accept such a proposal; and said Surety does hereby waive notice of any such
extension.

BID BOND (Page Two)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2007, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal/Bidder) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF SURETY OFFICIALS MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

William P. Curley III, City Attorney
City of Mission Viejo

**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

**FELIPE ROAD
PAVEMENT RESURFACING**

The following estimate of quantities of work to be done and materials to be furnished are approximate only. It is given as a basis for comparison of bids and the City does not expressly or by implication agree that the actual amount of work will correspond therewith.

BID SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization (incl. Public Notification Signs)	LS	1	\$	\$
2*	Remove and Replace PCC Curb & Gutter (incl. 12" AC Slot Patch)	LF	500	\$	\$
3	Remove & Replace 4" PCC Sidewalk	SF	500	\$	\$
4	Root Barrier	LF	50	\$	\$
5	Remove & Replace PCC Access Ramp	SF	5,300	\$	\$
6	Remove & Replace PCC Driveway Apron	SF	350	\$	\$
7	Cold-Plane and Repave AC (2" depth)	SF	20,000	\$	\$
8	Cold-Plane and Repave AC (4" depth)	SF	4,500	\$	\$
9	Crack Sealing	LS	1	\$	\$
10	Remove Existing Striping & Pavement Markings	LS	1	\$	\$
11	Type II REAS Slurry Seal	Gallons RPME	36,000	\$	\$
12	Adjust Manhole Frame and Cover to Grade	EA	2	\$	\$
13	Adjust Water Valve Frame and Cover to Grade	EA	2	\$	\$
14	Striping & Pavement Markings	LS	1	\$	\$
Total Bid Amount				\$	

* This bid item includes the curb and gutter replacement associated with the access ramp improvements.

As part of bid item 1 above, the Contractor shall provide and install four "Public Notification Signs". The signs shall be placed in the public right-of-way prior to the start of the project at each end of the project and at Oso Parkway. The City's inspector will specify the exact locations. The signs shall be removed at the completion of the project, or earlier if requested by

the City. The signs shall be professionally fabricated 4' x 8' aluminum with black letters (3" to 4" high) on white background, mounted on two 4" x 4" wooden posts with a 7' clearance to the bottom of sign. The bases of the posts may require "A" frame stands for surface mounting (weighted down with sandbags) if there are no practical post burial locations. The City will specify the exact wording, but all four signs will be the same, and will include the project title, completion date (month and year), 'Measure M' funding logo, City logo, and the five City Council members' names. The logos are on file with "A Good Sign" in Mission Viejo (949-458-6661).

NOTE: The City places special emphasis on the presence of the Contractor's representative at all times while work is being performed. A representative from the prime Contractor shall be present at all times. The Contractor must include this cost in its bid. Failure to have the prime Contractor's representative present in accordance with Section 7-6 of the Standard Specifications shall result in the deduction of \$1,000 per day from progress payments to the Contractor. The unit quantities listed in the Proposal Bid Sheet(s) are approximate only. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Proposal Bid Sheet(s), the Contract Unit Prices will prevail subject to the provisions of Subsection 3-2.2.1 (unless otherwise specified). Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

In case of a variation between the unit price and the totals shown by Bidder, the unit price will be considered to be the bid.

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any work shown on the plans, for which there is no specific bid item, shall be considered as appurtenant. All costs shall be included within the appropriate item of the Contractor's bid.

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the amount of ten percent (10%) of the total amount bid.

Bidder's Name _____

Telephone No. _____

**CITY OF MISSION VIEJO
CONTRACT AGREEMENT**

**FELIPE ROAD
PAVEMENT RESURFACING**

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____ day of _____, 2007, BY AND BETWEEN THE **CITY OF MISSION VIEJO**, as AGENCY, and _____, as CONTRACTOR.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments based on the Contract award amount of _____ [in words] (\$_____) and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY OF MISSION VIEJO

CONTRACTOR:

Dennis R. Wilberg
City Manager

Name:
Title:

ATTEST:

Karen Hamman
City Clerk

Name:
Title:

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED.

APPROVED AS TO FORM:

William P. Curley III
City Attorney

Premium \$ _____
Premium will be based on final contract amount.

BOND NO. _____

**CITY OF MISSION VIEJO
FAITHFUL PERFORMANCE BOND**

**FELIPE ROAD
PAVEMENT RESURFACING**

THAT, WHEREAS, the City of Mission Viejo, State of California, entered into a contract dated _____, 2007, hereinafter called "Contract," with: _____ (Name and Address of Contractor) hereinafter called "Principal," for the work described as follows:

Demolition and removals, PCC curb, gutter, sidewalk, driveway aprons, and access ramps, cold-planing, asphalt paving, crack sealing, utility cover adjustments, traffic paint removal, Type II REAS slurry seal, striping and pavement markings, traffic control, and all appurtenant work.

WHEREAS, the said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, WE, the Principal, and _____ duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one-hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the intent and meaning, and shall indemnify and save harmless the City of Mission Viejo, its officers and agents, as therein stipulated, then this obligation shall be come null and void; otherwise it shall be and remain in full force and virtue.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred by the City of Mission Viejo in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the specifications.

FAITHFUL PERFORMANCE BOND (Page 2)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above names, on _____, 2007.

(Seal)

(Seal)

SURETY

PRINCIPAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

William P. Curley III
City Attorney

Premium \$ _____
Premium will be based on final contract amount.

BOND NO. _____

**CITY OF MISSION VIEJO
LABOR AND MATERIAL PAYMENT BOND**

**FELIPE ROAD
PAVEMENT RESURFACING**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the City of Mission Viejo has awarded to _____
_____(Contractors Name and Address)
hereinafter called "Contractor," a contract for the work described as follows:

Demolition and removals, PCC curb, gutter, sidewalk, driveway aprons, and access ramps, cold-planing, asphalt paving, crack sealing, utility cover adjustments, traffic paint removal, Type II REAS slurry seal, striping and pavement markings, traffic control, and all appurtenant work.

WHEREAS, said Contractor is required by the provisions of Sections 3247-3252 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor as Principal, and _____
_____ duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety" are held and firmly bound unto the City of Mission Viejo, California, and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the aforesaid Contract and referred to in Title 15 of the Civil Code, in the penal sum of _____
_____ Dollars (\$_____), lawful money of the United States, said sum being not less than one-hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract, for the payment of which, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 7 of Title 5 of part 4 of Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred by the City of Mission Viejo in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

LABOR AND MATERIAL PAYMENT BOND (Page 2)

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anyway affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alternation or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2007.

(Seal)

(Seal)

SURETY

PRINCIPAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

William P. Curley III
City Attorney

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.

Contractor

By _____
(Print)

(Signature)

Title

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats. 1978, C. 1379, P. 4571)

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT AGREEMENT

**CITY OF MISSION VIEJO
GENERAL SPECIFICATIONS**

**FELIPE ROAD
PAVEMENT RESURFACING**

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated project.

LOCATION OF WORK

The general location of the work is Felipe Road from Marguerite Parkway to La Paz Road.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within fifty (50) working days after the date of the Notice to Proceed. The City intends to award the construction contract on March 19, 2007, such that the Contractor can commence work in April. The first coat of striping and pavement markings shall be in place within five days of completion of the slurry seal.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the WATCH Manual or as directed by the Engineer. The Contractor shall be permitted to close only one through lane in each direction at a time, providing a minimum of one through lane and one left-turn lane. **See Section 6-7.2 of the Special Provisions for limitations on lane closure hours.**

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to Underground Service Alert by calling 1 (800) 422-4133. Contractor shall provide the Agency with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

Southern California Gas Company
1919 South State College
Anaheim, California 92803
Steve Alcalá (714) 634-3185

Cox Communications
29947 Avenida de las Banderas
Rancho Santa Margarita, California 92688
Cooper Charlton (949) 546-2812

Pacific Bell
1452 Edinger Avenue, Room 1331
Tustin, California 92680
Chris Rutherford (714) 666-5748

City of Mission Viejo
Public Services Department
27204 East La Paz Road
Mission Viejo, California 92692
(949) 470-3064

San Diego Gas and Electric
661 Camino De Los Mares
San Clemente, California 92673
Patti Good
(949) 361-8047

Santa Margarita Water District
Rancho Santa Margarita, California 92688
Bart Lantz
(949) 459-6505

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680 at least two (2) working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above-referenced utility work to be done in conjunction with this project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be

considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefor.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the most recent edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
P. O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775

The Standard Specifications set forth above will control the provisions for this contract except as amended by the Plans, General Specifications, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "Caltrans Standard Specifications" shall mean the Standard Specifications (July 2004) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

State of California - Department of Transportation
Central Publication Distribution Unit
6002 Folsom Boulevard
Sacramento, California 95819

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the **City of Mission Viejo** and, where applicable, the Standard Plans of the County of Orange RDMD and State Department of Transportation, 2004 edition. Applicable Standard Plans for this project are contained in the Appendix of these Specifications.

Where the Plans or Specifications describe portions of the work in general terms but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

Minimum wage rates for this project have been predetermined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates as determined by the State for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate. Copies of the State prevailing wage rates and the latest revisions thereto are on file in the office of the City Clerk and are available for review upon request.

Attention is directed to the provisions of Sections 1776, 1777.5, and 1777.6 of the State Labor Code. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services, or materials the Contractor or subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the contract or subcontract. This assignment shall become affective when the City tenders final payment to the Contract without further acknowledgement by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State- or Federally-chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

WATER POLLUTION CONTROL (NPDES COMPLIANCE)

The City of Mission Viejo, in conformance with the City's National Pollutant Discharge Elimination System (NPDES) Permit issued by the San Diego Regional Water Quality Control Board (SDRWQCB) (Permit No. R9-2002-0001) is dedicated to the elimination of water pollution as a result of construction projects. In order to comply with the NPDES Permit requirements, the City of Mission Viejo in conjunction with the County of Orange has developed a "Construction Runoff Guidance Manual." This document is available for download on the City Website at www.cityofmissionviejo.org. The Contractor shall comply with all requirements of the "Construction Runoff Guidance Manual" during the construction of the project. In addition, the City has developed a Water Quality Local Implementation Plan (LIP), which contains Construction Best Management Practices (BMPs). Copies of these BMPs can be downloaded from the California Stormwater Best Management Practice Construction (BMP) Handbook available for free at <http://www.cabmphandbooks.com>. The Contractor shall implement and maintain all appropriate BMPs necessary or as required by the Engineer to eliminate illicit discharges, prevent potential illicit discharges, and prevent debris/dirt/trash, etc. from entering drainage systems. Drainage inlets and/or catch basins within the construction work area and immediately adjacent to the work area shall be protected **at all times** with appropriate BMPs to prevent debris/dirt/trash, etc. from entering said devices. In addition, the Contractor shall comply with the City of Mission Viejo's Water Quality and Grading Ordinances, and construct those facilities as specified by these documents, as required by law, or as directed by the Engineer, as necessary to eliminate water pollution. Said items are intended to provide prevention, control, and abatement of water pollution into storm drain systems, streams, oceans, and other bodies of water as a result of the Contractor's operations. **The Contractor is advised that under no circumstances (except for the exemptions listed in Permit No. R9-2002-0001) is the Contractor permitted to discharge any water into the storm drain system, gutter, street, or to any other area which ultimately may allow the water to migrate to the storm drain system.** These requirements are supplemental to those required of the Contractor in Section 7-8 "Project Site Maintenance" of the Standard Specifications for Public Works Construction.

In addition, listed below are BMPs related to common construction activities that shall be utilized:

1. Concrete and Mortar Products

The Contractor shall prevent the discharge of pollutants into storm water or storm water systems from concrete waste by conducting washouts at appropriate off-site locations, performing on-site washouts in a designated area, and providing appropriate training for employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks, the Contractor shall provide appropriate off-site locations or designated contained areas at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough to handle all produced liquid and solid waste. When concrete sets, break up and dispose of concrete in construction fills per direction of the soils engineer or dispose of it as solid waste and/or recycle.

The Contractor shall inform concrete suppliers and subcontractors of the designated washout locations and disposal sites for concrete and mortar products and shall be responsible for ensuring that all workers use it appropriately.

2. Asphalt and Bituminous Products

The Contractor shall prevent the discharge of pollutants from asphalt and bituminous operations by preventing run-on and run-off of water during paving operations and providing appropriate training for employees and subcontractors. In addition, the Contractor shall:

- a. Avoid prime or tack coating during wet weather.
- b. Store materials away from drainage courses.
- c. Cover catch basins and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- d. Make sure sand or gravel placed over new asphalt does not wash into storm drains, streets, or creeks.
- e. Dispose of old asphalt properly and collect and remove all broken asphalt from the site and recycle whenever possible.
- f. Not dispose of asphalt products into waterways.
- g. Follow the storm water permitting requirements for industrial activities if paving involves an on-site mixing plant.

3. Construction Water

The Contractor shall eliminate excessive construction water that may cause erosion and carry pollutants from the site. In addition, the Contractor shall:

- a. Store construction water in leak-proof tanks located away from drainage systems.
- b. Use construction water conservatively.
- c. Whenever possible, dispose of excess water on-site by allowing it to soak into the ground.

4. Sawcutting Water Runoff

Sawcutting water runoff contains pollutants that must be contained and disposed of properly. The Contractor shall:

- a. Prevent sawcut water runoff from entering catch basins, manholes, and storm drains.
- b. Direct water into a temporary pit and dispose of the water by vacuuming the water into a truck and removing the water from the site.
- c. Place drip pans or absorbent materials under sawcutting equipment when not in use.

- d. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

5. Housekeeping/Cleanup

The Contractor shall prevent pollution of storm water from clean-up and disposal operations by using good housekeeping methods. When fluids or dry materials spill, clean-up should be immediate, thorough, and routine. The Contractor shall never attempt to "wash them away" with water or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and take the debris to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of them properly. A separate permit may be required. Common hazardous debris found on construction sites are: Liquid residues from paints, thinners, solvents, glues, and cleaning fluids; leaching agents from lumber such as formaldehyde, arsenic, copper, creosote, and chromium; motor oil; gear oil; antifreeze fluids; brake fluids; etc.; and unused pesticides.

6. Sanitary Waste Management

The Contractor shall prevent the discharge of sanitary waste into storm water systems by providing convenient, properly located, well-maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company, which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, storm drain courses, and storm drain inlets and install protective BMPs where appropriate. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

7. Vehicle and Equipment Management

The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush said spills with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible, and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas and provide cover as well as containment devices as necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, and limit steam cleaning to confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g., paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills and have appropriate spill containment devices in place. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. **Note:** For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

8. Surface and Subsurface Water Control

The Contractor shall prevent the discharge of pollutants into storm water or storm water systems as a result of surface and subsurface water control operations by using the following methods:

For surface water control operations where the flow is routed to bypass the construction area, establish stable (erosion resistant) conveyance routes for the diverted flow. Trap any significant sediment (e.g., mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin or other approved BMP.

In subsurface pumping or other subsurface water control operations where significant amounts of sediment (e.g., mud) are present in the removed water, capture the sediment in a sediment trap, filtering berm, or basin or other approved BMP.

If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in the facility prior to discharging of the water.

In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.

Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board.

Except as otherwise provided for in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements of this section including furnishing all labor, tools, equipment, and materials necessary for doing the work, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

**CITY OF MISSION VIEJO
SPECIAL PROVISIONS**

**FELIPE ROAD
PAVEMENT RESURFACING**

PART I—GENERAL PROVISIONS

SECTION 1—TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS [Add the following:]

Agency/City	- City of Mission Viejo
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

SECTION 2—SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [Replace with the following:]

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Document
- Faithful Performance Bond
- Payment Bond
- Public Liability and Property Damage Insurance Certificate
- Workmen's Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee at the sole discretion of Agency.

The Contract Agreement shall not be considered binding upon the Agency until executed by the authorized Agency officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS [Add the following:]

Both the Faithful Performance Bond and the Labor and Material Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Labor and Material Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after said date.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General [Replace the first paragraph with the following:]

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked legibly and to scale in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

SECTION 3—CHANGES IN WORK

3-3.2.3 Markup [Add the following as the first paragraph:]

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

3-5 DISPUTED WORK [Delete second sentence and add the following:]

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling, or decision of the inspector or Engineer to be unfair, he shall within ten (10) working days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the Engineer, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of records, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions of time on account of demands, instructions, rulings, and decisions of the Engineer. Upon receipt of any such protest from the Contractor, the Engineer shall review the demands, instruction, ruling, or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless, within ten (10) days thereafter, the Contractor shall file with the City Council a formal protest against said decision of the Engineer. The City Council shall consider and render a final decision on any such protest within thirty (30) days of receipt of same.

SECTION 4—CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.3.1 General [Add the following:]

The Agency will pay for inspection and materials testing. The Contractor shall pay for re-tests and re-inspection due to failure to meet specifications.

TESTING LABORATORY SERVICES FURNISHED BY THE CITY

The City shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor), and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedments and fills, and other materials and equipment, during and after their incorporation in the work. Field sampling and testing will be performed by engineering personnel, in the general manner indicated in the Specifications, with minimum interference with construction operations.

Engineer shall determine the exact time and location of field sampling and testing, and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

Arrangements for delivery of samples and test specimens to the testing laboratory will be made by the City. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5—UTILITIES

5-1 LOCATION [Add the following paragraph:]

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6—PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK [Replace the first paragraph with the following:]

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. It shall also show the Contractor's critical path (controlling items of work).

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION

6-7.1 General [Add the following:]

The time for completion shall be as set forth in the General Specifications.

6-7.2 Working Day [Add the following:]

The Contractor's activities shall be confined to the hours between 8:30 a.m. and 4:30 p.m., Monday through Friday, unless otherwise directed by the City. The full width of the roadways shall be open for use by public traffic by 4:30 p.m.

Work shall be prohibited at all times on Saturday, Sunday, State holidays or Federal holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-9 LIQUIDATED DAMAGES [Replace with the following:]

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the Agency Five Hundred Dollars (\$500.00). In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

SECTION 7—RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES [Add the following:]

A noise level limit of 86 dBA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2 Laws [Add the following:]

The Contractor and all subcontractors, suppliers, and vendors shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE [Replace the entire Subsection with the following:]

7-3.1 Indemnification

The Contractor shall indemnify and save harmless the **City of Mission Viejo**, from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. See Section 18 of Instructions to Bidders.

7-3.2 Contractor's Liability

The **City of Mission Viejo**, its officers, employees, agents and volunteers shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the **City of Mission Viejo**, its officers, employees, agents, and volunteers from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions; and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

From time to time during the period of this contract, the City may be served with claims as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of \$500.00 or less. These claims may be resolved informally by City, within City's discretion, and charged back against Contractor by funds held in retention to meet these claims. The City will appoint a Claims Administrator who will act on behalf of the City and Contractor. The Administrator will recommend to City the resolution of any claim. The Claims Administrator's recommendation for payment shall be paid by Contractor within 30 days of the date of the recommendation. If Contractor fails to make payment to claimant within 30 days of the Administrator's decision, the City may make payment to the claimant and withhold, as retention, sufficient funds to reimburse City upon completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten days from the date requested by the Administrator to submit any

evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of that claim.

7-5 PERMITS [Replace with the following:]

Prior to the start of any work, the Contractor shall take out the applicable Agency permits and make arrangements for Agency inspections. Requests for inspections shall be made to the **City of Mission Viejo**, as lead Agency, 24 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The **City of Mission Viejo** will waive its usual permit fees.

7-7 COOPERATION AND COLLATERAL WORK [Add the following:]

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the **City of Mission Viejo**, other governing agencies, or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access [Add the following paragraph:]

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

At least partial driveway access shall be maintained at all times, unless otherwise approved by the City. Complete driveway access shall be restored outside of working hours.

Pedestrian access shall be maintained during access ramp re-construction.

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

7-10.2 Storage of Equipment and Materials in Public Streets

[Replace with the following:]

No storage of equipment or materials shall be allowed within the public right-of-way outside of working hours. The City will provide a small staging area (large enough to stage the slurry operation) on the east side of Felipe Road at its intersection with La Paz Road. It will be the Contractor's responsibility to secure the area with a 6'-high screened fence, and the City will accept no liability associated with the Contractor's use of the property. The Contractor shall maintain the site in an orderly condition and shall return the site to the same or better condition prior to the release of final payment.

The Contractor may, at his own expense, maintain and operate an additional work and storage area outside of the public right-of-way. In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of the site is to be approved by Agency. Condition and operation of yard shall conform to these Specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Street Closures, Detours, Barricades [Add the following:]

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways.

Special emphasis shall be placed on use of "*Construction Zone Ahead*" (C18R) signs at the beginning, end, and any access and/or intersection streets with roads under construction.

Portable delineators shall be placed as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet on tangents or 25 feet on curves except when used for lane closure.

When closure of half the roadway requires one-way traffic, the Contractor shall provide two (2) flaggers equipped with working two-way radios, one at each end of the work area, with signing and delineation as per WATCH Manual.

When used for lane closures, the portable delineators shall be placed at intervals not to exceed the following:

Tapers		25 Feet
Edge of Closed Lane:	Tangents	50 Feet
	Curves	50 Feet

If the portable delineators are damaged, displaced, or not in an upright position from any cause, said portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. City Engineer
2. Orange County Fire Authority
3. Orange County Sheriff's Department
4. Schools and School Bus Organizations
5. Trash Collectors
6. Post Office
7. Orange County Transportation Authority

Full compensation for conforming to this article shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction.

7-10.4.1 Safety Orders [Add the following paragraph:]

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

7-15 PAYROLL RECORDS [Add new Subsection 7-15 to read:]

Payroll records shall be submitted to the Agency at least once each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9—MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment [Replace the last paragraph with the following:]

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the AGENCY to ensure performance under the contract.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the Agency, and deposited with a State- or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the Agency, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the Agency-approved securities with the escrow agent, the escrow agent shall notify the Agency within ten (10) calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for Agency approval, and be held in the escrow account to meet the Contractor's obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the Agency that the Contractor has satisfactorily completed his contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full ten-percent (10%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

9-3.3 Delivered Materials [Replace with the following:]

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

PART II—CONSTRUCTION MATERIALS

SECTION 200—ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.1 General [Add the following:]

Unless otherwise indicated by the Special Provisions, Alternate Rock Material Type "S" is specified. Part 4, Section 400, of the Standard Specifications for Public Works Construction will be used, as modified by Orange County RDMD Standard Plan 1804.

SECTION 201—CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements [Add the following:]

201-1.1.1 The cement utilized shall be Type V. No substitution of materials shall be permitted.

201-1.1.2 The class of concrete shall be 520-C-2500 with a maximum slump of four inches (4") for all sidewalks, access ramps, curbs and gutters, and driveways.

201-1.1.4 Test for Portland Cement Concrete [Add the following:]

1. All material shall comply with Orange County Standards and American Concrete Institute (Act I) and Uniform Building Code.
2. Product Data
 - a. Submit complete materials list of items proposed for the work. Identify materials source.
 - b. Submit admixture, curing compound, retarder, and accessory item product data.
 - c. Submit material certificates for aggregates, reinforcing, and joint fillers.
3. Submit concrete delivery tickets. Show the following:
 - a. Batch number
 - b. Mix by class or sack content with maximum size aggregate
 - c. Admixture
 - d. Air content
 - e. Slump
 - f. Time of loading
4. Submit concrete test reports.

5. Provide field quality control testing and inspection during concrete operations.
6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.
7. Testing
 - a. Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
 - b. Provide air indicator tests and air meter tests for all air-entrained concrete.
 - 1) Perform air indicator test with a "Chase" AE 35 or equal air indicator and air meter test in accordance with ASTM C231 or C173. Test first load of concrete delivered each day.
 - 2) Furnish copies of field records and test reports as listed for strength tests.
 - c. Strength Testing
 - 1) Provide one set of three test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ASTM C31.
 - 2) Test one specimen at seven days and two specimens at twenty-nine days in accordance with ASTM C39.
 - 3) Furnish copies of field records and test reports as follows:
 - 2 copies to City's representative
 - 1 copy to Contractor
 - 1 copy to Ready Mix supplier
 - d. Record the exact location of the concrete in the work represented by each set of cylinders and show on test reports.
 - e. Provide an insulated moist box for protection of the best cylinders until shipped to the laboratory.

201-1.2 Materials

201-1.2.1 Portland Cement [Add the following:]

1. Lime: ASTM C207, Type S, containing 85% by weight of calcium oxide.
2. Lime Putty: Make from hydrated lime conforming to ASTM C207, pulverized to such fineness that 100% will pass a 50-mesh sieve. Mix lime in water, run through screen into box, and age 48 hours.

201-1.4 Mixing

201-1.4.3 Transit Mixers [Add the following:]

Mixes

- a. Provide ASTM C94 ready-mixed concrete. Batch mixing at site is not acceptable.
- b. Provide an approved water-reducing admixture in all concrete.
- c. Provide an air-entraining admixture in all concrete. Air content 5% to 7%.
- d. Indicate water added to mix at job site on each delivery ticket. Show quantity of water added. Site water-tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

201-3 EXPANSION JOINT FILLER

Premolded joint filler material. Type to be determined by City's recommendation. Provide in natural gray color.

SECTION 203—BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General [Add the following to the end of the subsection:]

Asphalt concrete shall conform to the provisions of Subsection 400-1 "Rock Products" and Subsection 400-4 "Asphalt Concrete" as modified by Orange County RDMD Standard Plan 1805 and herein. The viscosity grade of paving asphalt shall be AR 4000. The mix designs and asphalt content shall be as follows:

5.8%	1/2" (III-C-3) Surface Course
5.4%	3/4" (III-B-2) Base Course
6.8%	3/8" (III-D) Leveling Course, Miscellaneous AC Placement (hand patching)

Composition and Grading

The Contractor shall submit a Job Mix Formula (JMF) for review by the City for each source of supply and type of mixture specified. The JMF shall indicate the percentage aggregate passing each specified sieve size and the percent paving asphalt to be used for each asphalt concrete mixture incorporated in the work.

The aggregate and paving asphalt portions of the mixture produced shall not vary from the JMF by more than the tolerances, which follow, but in any case the allowed tolerance is also restricted to conform to the master grading ranges.

<u>Sieve Size</u>	<u>Percent by Weight</u>
No. 4 and larger	±6
No. 30	±5
No. 200	±2
Paving Asphalt Material	±0.3

Sampling and Testing

The City Engineer shall have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The primary sampling point by the testing laboratory will be at the project at the paving machine ahead of all rollers. Other testing may be at the job site, plant, or in trucks as determined by the City Engineer.

Materials that failed the tests shall be replaced by the Contractor, and retesting for specifications compliance shall be at the Contractor's expense.

The aggregate and mix to be incorporated into the work shall conform to the following quality requirements:

<u>Test</u>	<u>Test Results</u>
Loss in LA Rattler per California Test 211 (after 500 revolutions)	45% maximum
Sand Equivalent per California Test 217	45 minimum
Stabilometer Value per California Test 366	35 minimum
Air Voids Content (mix) %	3% minimum to 5% maximum

SECTION 210—PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.4.1 Paint Materials [Add the following information to the end of this section:]

Submittals

1. Materials List:
 - a. The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the drawings and specifications. No substitution will be allowed without prior written approval of the City.
 - b. Complete material list shall be submitted prior to performing work. Material list shall include the manufacturer, model number, and description of all materials and equipment to be used.
 - c. Equipment or materials installed or furnished without prior approval of the City may be rejected and the Contractor required to remove such materials from the site at his own expense.
 - d. Approval of any item, alternate, or substitute indicates only that the product or products apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted.

210-1.6 Paint for Traffic Striping, Pavement Markings, and Curb Markings

210-1.6.1 General. [Replace with the following:]

The paint for traffic striping and marking shall be as follows:

Rapid-Dry, Water-Borne Traffic Line Paint; White, Yellow, and Black; California Material Specification 8010-20B.

The paint for concrete curbs shall be the following, or an approved equal:

- a. J.E. Bauer Company #2133 A-9 Red.
- b. J.E. Bauer Company #2134 A-9 Green.
- c. J.E. Bauer Company #1864 A-9 Blue.

Thinner shall not be mixed with paint. Paint shall dry "tack-free" within thirty (30) minutes. Paint used for pavement legends shall be a compound of paint and glass beads.

210-1.6.5 Reflective Material

[Replace the first sentence of the second paragraph with the following:]

Glass beads for traffic paint shall conform to State Material Specification 751-80-34.

SECTION 214—PAVEMENT MARKERS [Add the following:]

The description, type, sampling, tolerances, packaging, and storage of reflective and non-reflective pavement markers and bituminous adhesive shall conform to the California Department of Transportation Standard Specifications Section 85 "Pavement Markers".

Epoxy adhesive, if used, shall conform to the California Department of Transportation Standard Specification Section 95 "Epoxy".

PART III—CONSTRUCTION METHODS

SECTION 300—EARTHWORK

300-1 CLEARING AND GRUBBING

(d) **Miscellaneous**

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

- (1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.
- (2) Protection of utilities, trees, fences, walls, and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (3) Mobilization.
- (4) Clearing and removal of debris from site of work.
- (5) Removal of all USA mark-outs.

300-1.4 Payment [Add the following:]

Compensation for Clearing and Grubbing shall be considered as included in the various items of work and no additional compensation will be allowed.

300-2 UNCLASSIFIED EXCAVATION

300-2.6 Surplus Material [Add the following:]

All surplus material shall be disposed of in a legal manner at the expense of the Contractor.

300-2.9.1 Payment [Amend with the following:]

Payment for all unclassified excavation shall be deemed as included in the unit price for the related item. No additional compensation is allowed therefor.

SECTION 301—TREATED SOILS, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction [Add the following after the first paragraph:]

Payment for the subgrade compaction shall be deemed as included in the unit price for the related item. No additional compensation is allowed therefor.

SECTION 302—ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General [Replace the last paragraph with the following:]

Asphalt Concrete shall conform to the requirements of Subsection 203-6.1 as modified by these Special Provisions and Orange County RDMD Standard Plan 1805.

302-5.4 Tack Coat

Tack coat material shall be grade SS-1h emulsified asphalt.

302-5.8 Manholes (and Other Structures) [Add the following:]

302-5.8.1 Adjustment of Manholes

Adjustments to grade of manholes shall conform to the requirements of the Santa Margarita Water District (SMWD), and these Special Provisions:

The method of adjusting existing manholes in areas of new construction or reconstruction shall be as follows:

1. Upon completion of the asphalt overlay, circular holes shall be cut where the manholes exist.
2. The manhole frames and covers shall then be raised to the proper grade, and the pavement shall be replaced with an equivalent asphalt concrete structural section.

If the manhole cover is unstable or noisy under traffic, said conditions shall be corrected by placing a coil of asphalt-saturated rope, a plastic-type washer, or asphaltic compounds, as approved by the Engineer, on the cover seat.

The Contractor will exercise care so that surface materials such as rocks, dirt, and debris do not enter sewer lines.

The Contractor shall inform SMWD forty-eight (48) hours prior to beginning work.

302-5.8.2 Adjustment of Water Valve Covers

Existing valve covers shall be adjusted to grade by the Contractor. Contractor shall provide slip cans.

Water valves shall be protected in place and shall be accessible at all times during construction.

The Contractor shall notify SMWD forty-eight (48) hours prior to the beginning of work.

302-5.9 Measurement and Payment [Add the following:]

Adjust Manhole Cover to Grade, including all appurtenant work, shall be paid at the contract unit price bid per **EACH**.

Adjust Water Valve Cover to Grade, including all appurtenant work, shall be paid at the contract unit price bid per **EACH**.

302-11 BITUMINOUS PAVEMENT CRACK SEALING

{Add new Subsection 302-11 to read}

302-11.1 General

Bituminous Pavement Crack Sealing consists of furnishing all labor, equipment, and materials and performing all operations in connection with bituminous pavement crack sealing for cracks ¼" wide or wider.

302-11.2 Cleaning

All pavement cracks greater than or equal to ¼" width shall be routed by mechanical means and cleaned by air blowing with an air compressor.

302-11.3 Material

The crack sealing material shall be CRAFCO Polyflex Type III sealant or equal.

The sealer shall be forced into the crack by use of a squeegee.

302-11.4 Measurement and Payment

Bituminous Pavement Crack Sealing shall be paid for at the **LUMP SUM** contract price and shall include full compensation for all labor, materials, tools and equipment necessary to seal all cracks ¼" or wider, and no additional compensation is allowed therefor.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS-GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1.1 General [Add the following paragraph:]

Construction of Portland Cement Concrete curbs and gutter, sidewalk, driveway aprons and pedestrian ramps shall be constructed in accordance with the Plans and the Standard Specifications as modified herein.

Curing compound shall be Type II conforming to the provisions in Section 201-4 "Concrete Curing Compound" of the Standard Specifications. Contractor shall exercise caution in using such curing compounds so as to avoid spraying any cars that may be parked adjacent to the work site.

Shapes and sizes of concrete curbs and gutters shall be as indicated on the drawings, and the concrete shall conform to all applicable conditions of these documents. Concrete shall be placed in such a manner as to prevent distortion of the forms and shall be vibrated as required to insure an acceptable product.

As soon as the concrete will allow, strip the forms and trowel smooth the curb face and top. Tool the edges of expansion joints with an approved ¾" edging tool.

After curing, AC deeplift shall be placed. The completed curb and gutter shall be protected from damage until accepted.

The Contractor shall repair and clean, at his own expense, all concrete damaged or discolored during construction. Where any curb requires repair before acceptance, repair shall be made by removing and replacing the entire curb between joints and not by refinishing the damaged portions.

The cost of removing existing sidewalk, driveway aprons, ramps and curb and gutter, including sawcutting, shall be included in the corresponding unit prices for the related items of work, and no additional compensation shall be allowed.

Contractor shall match existing curb face height and gutter width.

303-5.2 Forms

303-5.2.1 Standard Forms [Add the following:]

1. Use flexible metal, 1" lumber, or plywood forms to form radius bends.
2. Install, align, and level forms; stake and brace forms in place. Maintain following grade and alignment tolerances.
 - a. Top of Form: Maximum $\frac{3}{8}$ " in 10', 0".
 - b. Vertical Face: Maximum $\frac{1}{4}$ " in 10', 0".
3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

303-5.4.1 General [Add to the first paragraph:]

1. Provide expansion joints using premolded joint filler at concrete work abutting curbs, walks, and other fixed objects.
 - a. Locate expansion joints as indicated. When not indicated, provide joints at maximum 10', 0" on center for curbs and walks. Align expansion joints in abutting curbs and walks.
 - b. Install joint fillers full-width and depth of joint. Recess top edge below finish where joint sealants are indicated.
 - c. Install joint filler full-width and depth of joint. Provide top edge flush with adjacent finished surface.
 - d. Provide joint fillers in single lengths for the full slab width whenever possible. Fasten joint filler sections together when multiple lengths are required.
 - e. Where intersecting joints occur, join top edge and continue any spliced joints without deviation of form line or direction.
 - f. Protect the top edge of the joint filler during concrete placement.

303-5.9 Measurement and Payment

Payment for Remove and Replace Concrete Curb and Gutter shall be paid for at the contract unit price bid per **LINEAR FOOT**. Payment for Remove and Reconstruct Sidewalk, Driveway Aprons, and Access Ramps shall be paid for at the contract unit prices bid per **SQUARE FOOT**. The price bid shall be considered to include full payment for all materials, labor, equipment, and incidentals required to construct the concrete improvements (including sawcutting, removals, and AC slot patching) in accordance with the Contract Documents.

303-8 ROOT PRUNING [Add new Subsection 303-8 to read:]

303-8.1 General

The work done under this section is the removal of tree roots under the existing sidewalk. All excavation, backfill, and other earthwork incidental to performance of the work shall conform to the requirements of "Earthwork" Section 300.

303-8.2 Root Pruning

Areas that are to be repaired due to tree roots.

1. Cut tree roots along all edges of concrete removal area.
2. Tree roots shall not be cut up to the base of the trunk.
3. Cuts shall be four inches (4") wide, eighteen inches (18") deep as measured from the top of the new sidewalk.
4. All tree root cutting will be directed by the City Inspector.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

All cuts shall be backfilled either immediately upon completion of root pruning or upon completion of sidewalk repairs provided that adequate warning devices are placed and maintained at each location. Backfill material shall consist of dirt, CAB or crushed miscellaneous base.

The Contractor shall repair or replace sprinklers, plant material, and all utility service connections, which are damaged or removed as a result of the root-pruning operation. Repairs shall be initiated immediately and completed by the end of each working day. Repairs and replacements shall be at least equal to existing improvements, shall match them in finish and dimension, and will be done at Contractor's expense.

303-8.3 Payment

Payment for root removal shall be included in the pertinent bid items in the bid proposal and shall include full compensation for furnishing all labor, materials, tools, equipment, and no additional compensation shall be allowed therefor.

303-9 GRAFFITI REMOVAL [Add new Subsection 303-9 to read:]

Contractor shall provide any and all required labor, materials, or equipment to provide protection of newly placed concrete sidewalk, access ramps, and curb and gutter from graffiti. All sidewalk, access ramps, and curb and gutter not acceptable due to graffiti shall be removed and replaced by Contractor; and no additional compensation shall be allowed therefor.

303-10 ROOT BARRIERS [Add new Subsection 303-10 to read:]

Contractor shall install 18" deep root barriers at the discretion of the City's inspector to protect the new improvements. The root barriers shall be Shawtown EP Series by NDS (800-726-1994) or approved polypropylene equal, and shall be installed per the manufacturer's recommendations and/or per the direction of the City's inspector. Compensation for root barriers shall be per the contract unit price bid per linear foot.

SECTION 310—PAINTING

310-1 GENERAL [Add the following to this section:]

Quality Control and Requirements

1. Permits and Fees

The Contractor shall obtain and pay for any and all permits and inspections as required.

2. Manufacturer's Directions

Manufacturer's directions and detail drawings shall be followed in all cases where the manufacturer of articles used in this contract furnish directions covering points not shown in the drawings and specifications.

3. Ordinances and Regulations

All local, municipal, and State laws and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these Specifications and their provisions shall be carried out by the Contractor. Anything contained in these Specifications shall not be construed to conflict with any of the above rules and regulations or requirements of the same. However, when these Specifications and drawings call for or describe materials, workmanship, or construction of better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these Specifications and drawings shall take precedence.

SECTION 310-5—PAINTING VARIOUS SURFACES

310-5.6 Painting Traffic Striping, Pavement Markings and Curb Markings

310-5.6.1 General [Add the following:]

Traffic stripes, legends, and raised pavement markers shall conform to the 2004 California Department of Transportation Traffic Sign Specification, Traffic Manual, Maintenance Manual, and Standard Specifications and Standard Plans.

Traffic striping shall conform to Sections 210 and 310 as modified by these Special Provisions. Traffic control shall be as per WATCH Manual.

Raised pavement markers shall conform to the California Department of Transportation Standard Specifications Section 85.

Pavement legends shall conform to Agency stencils (same as used by the County of Orange).

Stripes and pavement legends shall be reflectorized.

310-5.6.7 Layout, Alignment, and Spotting [Add the following:]

Layout. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

In no case shall any section of street be left without the proper striping for more than 24 hours or over weekends or holidays.

310-5.6.8 Application of Paint [Add the following:]

Traffic paint shall be applied at the rate of 16 to 18 gallons per mile of solid, 4-inch-wide stripe (one gallon for every 98 square feet). The dry paint film thickness shall be 8 to 10 mils. Glass beads shall be applied at the rate of 110 pounds per mile of solid 4-inch-wide stripe (one pound per 16 square feet).

Traffic stripes and pavement markings on new surfacing shall be applied in two coats, except where otherwise shown on the plans. Temporary tabs shall be removed between the first and second coats of paint. The first coat of paint shall be applied at least seven days prior to the application of the second coat. On existing surfacing, traffic stripes and pavement markings may be applied in one coat.

A 3-inch-wide black stripe shall be painted between the two 4-inch-wide yellow stripes of a double traffic stripe.

Each coat of paint for any traffic stripe, including glass beads where required, shall be applied in one pass of the striping machine, regardless of the number, widths, and patterns of individual stripes involved.

Paint to be applied in one coat shall be applied at an approximate rate of one gallon per 107 square feet.

Paint to be applied in two coats shall be applied approximately as follows:

Square Foot Coverage Per Gallon		
	<u>First Coat</u>	<u>Second Coat</u>
Water-Borne Paint	215	215

Drips, overspray, improper markings, and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

Paint and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including paint for cattracks and dribble lines.

Unless otherwise directed by the Engineer, glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint, except that glass beads shall not be applied to black paint. Beads shall be embedded in the coat of traffic paint being applied to a depth of one-half their diameters.

Glass beads shall be applied at an approximate rate of five pounds per gallon of paint. The exact rate will be determined by the Engineer. The amount of glass beads applied shall be measured by stabbing the glass bead tank with a calibrated rod.

Any removal of traffic stripes and markings shall be accomplished by the wet sandblasting method or waterblasting method. The machine used for this purpose shall meet all requirements of the air pollution control district having jurisdiction in the project area. All sand used in wet sandblasting shall be removed without delay as the operation progresses.

310-5.6.8.1 Installation of Raised Pavement Markers

Placement of raised pavement markers shall comply with Caltrans Specification Subsection 85-1.06. Application of epoxy, if used, shall comply with Caltrans Specifications Subsection 95-1.04.

310-5.6.10 Measurement and Payment [Replace with the following:]

Payment for all traffic striping and pavement markings shall be included in the Striping and Pavement Markings "Lump Sum" bid item.

Payment shall include full compensation for furnishing all labor, material (including adhesives, glass beads markers and paint), tools, equipment and incidentals; and for doing the work involved in traffic striping, pavement markings, and markers complete in place, including necessary traffic control as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed.

Payment for the removal of existing traffic striping and pavement markings shall be made at the contract "Lump Sum" price, which shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to remove existing traffic striping and pavement markings (multiple layers, if necessary) where specified, including traffic control and clean-up, and no additional compensation will be allowed.

SECTION 600—MODIFIED ASPHALTS, PAVEMENTS AND PROCESSES

600-3 RUBBERIZED EMULSION—AGGREGATE SLURRY

GENERAL:

Slurry seal with rubberized emulsion shall conform to the requirements of the Standard Specifications and Section 600-3, "Rubberized Emulsion—Aggregate Slurry," of the Standard Specifications for Public Works Construction, 2003 edition, and these special provisions.

Slurry seal with rubberized emulsion shall be FlexSeal slurry seal, manufactured by Petrochem Manufacturing, Inc., 505 North Tustin Avenue, Suite 280, Santa Ana, California, (714) 836-4343, or equal, approved by the Engineer prior to bidding.

MATERIAL:

DELETE **Section 600-3.2.1, "Rubberized Polymer Modified Emulsion,"** and SUBSTITUTE the following:

The Rubberized Polymer Modified Emulsion (RPME) shall be slow-set emulsion and shall contain asphalt, crumb rubber, and polymer modifiers.

At the time of delivery of each shipment of RPME, the Contractor shall deliver to the County certified copies of the test report. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, latex brand, designation and rate mixed with the emulsified asphalt, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate. At the request of the Engineer, samples of the emulsion at the stockpile site will be tested to determine compliance with the above requirements. Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer. Records of the test results shall be provided to the Engineer and the testing required in connection with those results and all additional testing shall be provided by the Contractor at no cost to the Agency.

No material from that shipment of emulsion shall be utilized or employed in performance of the work until the certified test reports and samples of the material have been furnished to, checked by, and approved by the Engineer to determine their conformity with the prescribed requirements. Delays by the Contractor in furnishing the required test reports will not be grounds for any extension of contract time.

DELETE **Table 600-3.2.4 (C), "Composition of REAS,"** and ADD the following:

COMPOSITION OF REAS			
Aggregate Type	RPME % of Dry Aggregate Weight	Residual RPME % of Dry Aggregate Weight	Pounds of Dry Aggregate per Gallon of RPME
Fine Slurry Aggregate	60 - 80	30 - 40	10.6 - 14.2
Type I Slurry Aggregate	50 - 75	25 - 38	15.0 - 17.0
Type II Slurry Aggregate	28 - 35	24 - 36	23.0 - 28.0

ADD to **Section 600-3.2.5, "Aggregate,"** the following:

The Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site no earlier than 7:00 a.m. or later than 4:00 p.m. on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Engineer. Any deviation from this process must have the prior approval of the Engineer.

Type II aggregate shall be used.

DELETE **Table 600-3.2.5 (A), "Gradation of Aggregates,"** and ADD the following:

GRADATION OF AGGREGATES

***** % By Weight Passing Sieve Size *****			
Sieve Size	Fine Slurry Aggregate	Type I Slurry Aggregate	Type II Slurry Aggregate
4.75mm (No. 4)	100	100	90 - 100
2.36mm (No. 8)	95 - 100	90 - 100	65 - 90
1.18mm (No. 16)	75 - 92	65 - 90	45 - 70
600µm (No.30)	50 -75	40- 60	30 -50
300µm (No. 50)	35 -50	25 - 42	18 - 36
150µm (No. 100)	15 -30	15 -30	10 – 24
75µm (No. 200)	10 - 20	10 - 20	5 – 15

MIX DESIGN:

DELETE **Section 600-3.2.8, "Mix Design Submittal,"** and substitute the following:

At least 15 working days prior to starting the placement of slurry seal, the Contractor, at its expense, shall submit a current signed original of mix designs and the test results of the slurry components, which include aggregate, emulsion, water, and additives. Test results shall include Consistency Test, Set Time, Cure Time, and the Wet Track Abrasion Test (WTAT). All testing shall be performed with samples that are representative of the actual materials to be used.

All material testing and mix designs shall be performed by a qualified laboratory, approved by the Engineer, and capable of performing the applicable ASTM and California tests.

The laboratory report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), residual percent asphalt based on dry weight of the aggregate, emulsion percent based on dry weight of the aggregate, latex brand, designation, rate and method of mixing with the emulsion, additives required for an optimum slurry seal mix, and weight per gallon of REAS.

The Engineer will determine if the mix design is best suited to its needs, based upon the test results, including the content of emulsion and water needed to produce a slurry with a maximum loss of 75 grams per square foot by WTAT. The standard WTAT template may be modified to a thickness of 3.18mm (0.125 in.), when using fine aggregate.

Once the proportions of materials to be used are approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested by the same approved laboratory that performed the mix design testing, and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the mix design for that material is approved by the Engineer.

Adjustments may be required during construction, based on field conditions. The Contractor shall obtain the Engineers approval prior to any adjustments.

MIXING AND EQUIPMENT:

DELETE the first and second paragraph from the **Section 600-3.3, "Slurry Mixing and Spreading Equipment,"** and SUBSTITUTE the following:

The REAS shall be mixed by a continuous flow mixer per Section 302-4.2.2.

The slurry seal mixing equipment shall be a multi-blade or spiral continuous-flow unit in good working condition. All units used on the project shall have a visual readout display and have the means to accurately meter the individual quantities of aggregate, water, emulsion, and additives being fed into the mixer. All feeding mechanisms must be continuous feed and proportioning must remain constant at all times.

Calibration for the introduction of emulsion into the mixer shall include pumping the emulsion to establish a volumetric consistency within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons. Emulsion pumps shall be equipped with an electronic automatic shut-down device which activates and shuts down the belt feeder when the emulsion level is lowered.

Variable volume pumps shall be equipped with a lock and shall be locked following calibration.

Calibration for the introduction of aggregate into the mixer shall include the delivery of aggregate with the volumetric consistency that shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of the aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than 70 percent of the target depth flow.

In the event that the metering devices stop working, the slurry units will stop the application of slurry until they are fixed.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to ensure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

The mixture of slurry seal shall not bleed, ravel, separate, or show other signs of distress following its placement.

ADD to **Section 600-3.3.1, "Field Mixing and Spreading Equipment Calibration,"** the following:

The Contractor shall allow 14 days prior to the start of work for calibration and for all required testing at a location to be designated by the Engineer. The Contractor, at its expense, shall arrange for field samples to be obtained at the time of calibration by the same approved laboratory that performed the mix design testing.

APPLICATION:

ADD to **Section 600-3.4, "Application REAS,"** the following:

The Contractor shall provide a coordinator, at least one competent and experienced slow-set man, one competent and experienced driver for the mixer applying slurry, and one shuttle driver for the machine traveling between the stockpile and the job site. The Contractor shall also provide sufficient laborers for any hand work and clean-up required to insure proper progress of work.

Pavement to be slurried shall be closed from the time the application begins until the Engineer determines the mixture has achieved sufficient set to be opened to traffic. Insofar as possible, slurry seal shall be applied to tree shaded areas in the early morning to allow proper curing.

At the discretion of the Engineer, the placement of slurry seal may be suspended due to unsuitable weather, air or pavement temperature, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the written order for suspension by the Engineer, and work shall not be resumed until approved by the Engineer in writing.

The days during which the suspension of work is in effect shall not be considered as working days as defined in Section 6-7.3, "Contract Time Accounting," and the date of completion shall be extended accordingly. In the event of a suspension of work, the Contractor shall provide for satisfactory passage of traffic through any incomplete portions of the project. No adjustment of unit prices of any items or other increase compensation shall be allowed due to a suspension of work as described above.

Prior to applying slurry, all vegetation previously sprayed with an herbicide shall be removed from cracks in the pavement and joints between the pavement and concrete gutters by the Contractor. Prior to applying slurry, all raised pavement markers shall be removed by the Contractor. The surface to be sealed shall be cleaned by the Contractor by washing, heating, scraping, or other means necessary to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the slurry and the pavement. Immediately ahead of the mixer, the pavement shall be pre-wetted by a pressure water distribution system equipped with a fog type spray bar which will completely dampen the surface of the pavement. The rate of application will be determined by the Engineer based upon pavement conditions at the time of application.

Temporary pavement marker tabs shall be placed along all pavement striping and at crosswalks and stop bars prior to the slurry sealing operation. They shall be reflectorized markers, Type W-1, Type Y-1, or Type Y-2 depending upon their placement location and shall have a removable clear protective covers that shall be removed

following the slurry sealing operation. They shall be placed at 50' intervals for continual line striping and on every other dashed line for broken line striping, or as directed by the Engineer to provide visible lane delineation.

Slurry shall be applied utilizing such equipment and methods such that no longitudinal or transverse ridges are noticeable either visually or in vehicle ride quality. All loose aggregate shall be removed by sweeping within 24 hours after application.

The Contractor shall repair, replace, or reseal all areas of the pavement which have not been properly or completely sealed, which have been damaged by traffic due to premature opening or softening from warm weather, or which develop bleeding, raveling, separation or other distress. All remedial repairs shall be completed within 14 days after notification by the Engineer and shall be completed at no cost to the County.

During slurry seal operations it shall be the Contractor's responsibility to thoroughly and adequately protect all manhole covers, water valve covers and utility vault covers, all survey monumentation, and all drainage facilities. The Contractor shall employ all means necessary to protect and clean these existing facilities to their original condition or shall bear the cost to replace them where necessary.

Any manhole cover, water valve cover, utility vault cover or drainage facility cover found to be inadequately protected and cleaned shall be cleaned by means such as sandblasting to remove all slurry material (including material remaining from previous applications) from the metal surface or it shall be replaced by the Contractor at its expense.

A sand blotter shall be spread at selected driveways, intersections, or other areas designated by the Engineer to accommodate pedestrian or vehicular traffic until the slurry sets. Sand blotters at intersections shall be swept within 14 hours of placement or sooner if directed by the Engineer. Failure to remove sand blotters within 14 hours will result in removal by City forces and the costs of the removal charged to the Contractor.

The start and finish of a slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material, approved by the Engineer, on the pavement surface. After application of slurry, the paper shall be removed, leaving a straight edge.

Spillage resulting from hauling operations along or across any publicly travel way shall be removed immediately by the Contractor at its expense.

DELETE **Table 600-3.4 (A), "RPME Application Rates,"** and SUBSTITUTE the following:

RPME APPLICATION RATES

Aggregate Type	Application Rate Square Feet/Gallon of RPME
Fine Slurry Aggregate	35 – 40
Type I Slurry Aggregate	28 – 35
Type II Slurry Aggregate	24 – 30

FIELD SAMPLING:

DELETE the first sentence of **Section 302-4.3.3, "Field Sampling,"** and SUBSTITUTE the following:

The Contractor shall arrange and schedule quality control testing of the slurry seal mixture, which shall include all the components necessary and required in the laboratory approved mix design.

The costs of sampling and testing will be considered as included in the contract unit price paid for the REAS.

The testing and sampling shall be performed by a representative of the same qualified and approved laboratory who provided the mix design, and shall be capable of performing the designated sampling and testing. The Engineer may, at any time during the project, suspend work in order to verify or interpret test results.

During the performance of the work, the Contractor shall arrange for taking at least 2 field samples of the mixed slurry per slurry mixer, per day, for the purpose of wet track abrasion tests.

The slurry seal mixture sample shall be taken from the mixing truck by a qualified technician from the approved material testing laboratory.

Test results for the slurry seal mixture used during the course of the job will be based on random samples taken from the slurry seal mixing truck pugmill at the time the material is being placed. These test results shall comply with the requirements of the wet track abrasion test, ASTM D3910, these special provisions, and the following values:

ASTM Tests	Test Method	Requirements	
		Minimum	Maximum
Wet Track Abrasion Test (Weight Loss Grams per Square Foot)	D 3910	0	75
Consistency Test (CMS)	D 3910	20	30
Extraction Test (Emulsion Content, Percentage)	D2172	±1.0 percent of mix design	
Water Content, Percentage of Dry Aggregate Weight	D2172		25

NOTE: It is brought to the Contractor's attention that the results from the field sampling and testing will be compared to the results of the design testing performed prior to the starting of the job.

The slurry mixture sampled shall be of aggregate, asphalt emulsion, water, and additives, and shall be mixed in the slurry truck mixer and spreader. It shall reflect the same slurry produced in the approved mix design and shall be prepared to a homogeneous flowing consistency and shall meet the requirements of the consistency test.

The slurry seal mixture sample taken from the slurry truck mixer shall be formed into a disk by pouring it in the circular opening of a poly (methyl) methacrylate (PMMA) template resting on a larger circlet of roofing felt.

The method for testing shall follow ASTM D3910, as follows: After removal of the template, the disk-shaped specimen is dried to constant weight at 140°F. The cured slurry is placed in a water bath for one hour, then mechanically abraded under water with a rubber hose for 5 minutes. The abraded specimen is washed free of debris, dried at 140°F and weighed. The loss in weight expressed as grams per square foot is reported as the wear value (WTAT loss).

ADD to **Section 302-4.3.3, "Field Sampling,"** the following:

The Contractor shall arrange and schedule an aggregate moisture test taken for each day of the slurry operation. Results of the test shall be submitted to the Engineer for review.

The Contractor shall perform an aggregate gradation test (ASTM 136) for every 250 tons of aggregate used during the job.

The Contractor shall perform at least one sieve analysis test (ASTMD244) for each load of emulsion delivered to the job site. An additional sieve analysis test shall be performed on the first day for each work-week that the job is in progress.

PAYMENT RETAINMENT FOR NONCOMPLIANCE:

DELETE **Section 302-4.6, "Payment Reduction for Noncompliance,"** and SUBSTITUTE the following:

Payment to the Contractor will be retained for failure to comply with Wet Track Abrasion Testing requirements stated in Section 302-4.3.3, "Field Sampling." The percent retainment in payment for failure to comply will be based on requirements stated in the Payment Retainment Table. Retainment in payment will be applied to the total of all the material placed by all the mixers per day.

If the average of all Wet Track Abrasion Tests made for all the mixers used during a one-day period fails to conform to the requirements specified in Section 302-4.3.3, the Contractor agrees that payments for the work represented that day shall be retained as follows:

WTAT Loss (Grams Per Square Foot)	Payment Retainment
0 – 75	0
75.1 – 85	5 percent
85.1 – 95	15 percent
95.1 – 105	30 percent
105.1 – 115	70 percent
115.1 or greater	100 percent

STOCKPILES:

The Contractor shall be responsible for locating and securing permission to use any site it deems necessary for the stockpiling of materials. Prior to placing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Where stockpile sites are located in areas adjacent to residential areas or noise sensitive areas, the Contractor shall take measures to minimize construction related noise during the early A.M. hours, which may include performing preparatory operations for the following days work on the night before. The Contractor shall conduct its operations in these areas to conform to the sound control requirements of these special provisions.

Necessary precautions, including preparatory cleaning of stockpile sites and covering stockpiles, shall be taken as required to insure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. All aggregate deposited shall be done in an orderly manner, minimizing the space required and progressing from the farthest corner of the site to the access point. The stockpiles shall be kept in areas that drain readily. Stockpiles of Type I and Type II aggregate shall be physically separated and deliveries shall be monitored and controlled to prevent intermixing of aggregate.

The stockpile areas shall be thoroughly cleaned, removing all excess material and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of slurry operations in that area.

MEASUREMENT AND PAYMENT:

DELETE **Section 600-3.7, "Measurement and Payment,"** and SUBSTITUTE the following:

The REAS will be paid based on the gallons of RPME used. Measurement of RPME shall be the gallon computed by dividing the weight obtained from Certified Weighmaster Certificates by 8.5 lbs./gal. At the end of each working day, the Contractor shall inform the Engineer, in writing, as to the number of slurry truck loads or partial truck loads of aggregate removed that day, and shall provide a total of aggregate and emulsion quantities used per slurry mixer loaded.

The aggregate which is stockpiled at a given stockpile site in accordance with the provisions herein shall be used for this project only. Certified weight tickets shall be presented to the Engineer immediately upon delivery to each site; late submittal shall be considered grounds for rejection. Upon completion of the slurry seal operations in an area, all excess stockpiled aggregate shall be completely removed, weighed, and certified weight tickets submitted to the Engineer. The Contractor shall notify the Engineer at least 24 hours prior to the time that excess aggregate is to be removed from a stockpile site.

Payment will be determined by deducting the amount of the unused material from the total amount of material delivered.

Payment for services provided by the Agency-approved laboratory for sampling and testing of the slurry seal mix components following approval of a mix design, of which the components shall include the asphalt emulsion, aggregate, additive, and water; and

the slurry seal mix sampling and testing from field samples shall be considered as included in the contract unit price for RPME and no additional compensation will be allowed.

Payment for RUBBERIZED POLYMER MODIFIED EMULSION (RPME) will be made at the contract unit price per gallon of RPME (excluding aggregate) which shall include full compensation for furnishing the complete Rubberized Emulsion Aggregate Slurry (REAS) material (including aggregate), all labor, materials, tools, equipment and incidentals required for all necessary property owner notification, posting of "No Parking" signs, traffic control, vegetation removal and pavement cleaning, protecting, cleaning or replacing all existing manhole covers, utility covers, and drainage facilities, placing temporary pavement markers, mix design material testing and providing of mix design, mixing and placing REAS, sanding and sweeping for traffic access, removing excess slurry, repairing damaged or improperly cured slurry, securing and cleaning stockpile areas, and clean-up in accordance with the plans and these special provisions and no additional compensation will be allowed therefor.



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Melinda Park Restroom – CIP 308

Recommended Action

(1) Issue a purchase order to RJM Design Group, Inc. for the design & development of construction documents for bidding and construction support services for Melinda Park Restroom in an amount not to exceed \$29,600.

Executive Summary

On January 2, 2007 the City Council gave staff direction to re-bid the plans and specifications for the Melinda Park restroom project due to non responsive bids received in December 2006. This project will re-bid in January 2007, and the bid results will be presented to City Council in March 2007 for consideration. The award of this contract to RJM Design Group is to cover the cost of plan preparation.

Previous Relevant Council Actions for This Item

08/21/06 – Presented alternatives to the City Council on optional prefabricated restroom manufacturers
10/16/06 – Approved request to advertise
1/2/07- Council directs staff to reject all bids and re-bid the project.

Attachments

1. Exhibit A - Summary of Expenses/Available Budget
2. Exhibit B - RJM Proposal for design and development of construction documents and construction support services

Fiscal Impact:

Amount Requested \$ 29,600

Sufficient Budgeted Funds Available?: Yes No

Prog/Fund # _____ Category: Pers. Optg. Cap. -or- CIP#308 Fund #s 101 General;
245 Park Development Fees

Prepared By

W. Keith Rattay
Director of Public Services

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Services

Reviewed By

William P. Curley, III
City Attorney

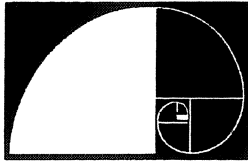
Submitted By

Dennis Wilberg
City Manager

EXHIBIT A

**Summary of Expenses/Available Budget
Melinda Park Restroom – CIP 308
February 5, 2007**

Original Budget		\$ 35,000.00
Expenditures to date:		
OCB Reprographics	\$ 343.72	
Orange County Register	\$ 142.80	
Sir Speedy	\$ 156.32	
RJM Design Group, Inc	\$11,606.92	
Total		<u>(\$ 12,249.76)</u>
Remaining Balance		\$ 22,750.24
RJM Design Group, Inc		<u>(\$ 29,600.00)</u>
Remaining Balance		(\$ 6,849.76)
Money Transferred from CIP 990 Site Security Lighting and 991 Youth Athletic Park		\$ 7,000.00
Remaining Available Budget		\$ 150.24



RJM
DESIGN GROUP, INC.

PLANNING AND LANDSCAPE ARCHITECTURE

August 31, 2006

Mr. Keith Rattay
Director of Public Services
City of Mission Viejo
27204 East La Paz Road
Mission Viejo, CA 92692

RE: Melinda Park – Restroom Addition

Dear Keith:

On behalf of RJM Design Group, Inc., I am pleased to submit this proposal for professional consulting services for the **Melinda Park – Restroom Addition Project**. We are very excited about the challenging characteristics of this project; and are committed to assisting you in the preparation of the Construction Documents and construction support for this project.

Based upon our familiarity with the park, our previous experience with the **City of Mission Viejo**, and our site visits; we have developed a Scope of Work that defines a timely and efficient approach to the preparation of the improvements plans. This program will provide a timely and efficient transition from concept development through construction documents.

Throughout our proposed activities, we anticipate close coordination with you and other team members. This close coordination and review of our work progress on an ongoing basis will ensure project completion in the most professional and expeditious manner.

We look forward to maintaining our close working relationship with you on this challenging project. If you have any questions or comments after reviewing this proposal, please do not hesitate to contact our office.

Sincerely,
RJM Design Group, Inc.

Larry P. Ryan, ASLA, #LA2502
Principal

31591 CAMINO CAPISTRANO • SAN JUAN CAPISTRANO, CALIFORNIA 92675 • (949) 493-2600 • FAX (949) 493-2690
455 UNIVERSITY AVE., SUITE 280 • SACRAMENTO, CALIFORNIA 95825 • (916) 570-2050 • FAX (916) 570-2233

I. SCOPE OF WORK

PHASE I – DESIGN DEVELOPMENT

- A. Commence preparation of a Design Development Plan Exhibits at 1" = 10' scale.
- B. Plan exhibit shall include:
 - 1. Limits of removal
 - 2. Proposed Elements and Amenities
 - 3. City approved Prefabricated Restroom Building footprint
- C. Meet with you to present Design Development Plan for your review and discuss suggested refinements.
- D. Revise Design Development Plan based upon your comments and direction.
- E. Commence preparation of Design Development Budget Estimates based upon average unit cost amounts.
- F. Meet with City to present the refined Design Development Plan and Preliminary Budget Estimate, and to confirm project scope and budget.

PHASE II - CONSTRUCTION DOCUMENTS

- A. Prepare construction drawings at 1" = 10'- 0" scale, on 24" x 36" sheets. These documents will encompass:
 - 1. Title Sheet
 - 2. Construction plans
 - a. Demolition
 - b. Hardscape Improvements
 - c. Construction Details
 - 3. Grading and Drainage Plan
 - 4. Irrigation Plan and Details
 - 5. Planting Plan and Details
 - 6. Electrical Plans (Electrical Service to Restroom Building, Pedestrian/Security Lighting)
 - 7. Utility Plan (Sewer and Water Service to Restroom Building)
 - 8. Technical Specifications
 - 9. Bid Form

Technical Specifications (Green Book format) will be provided on 8 ½" x 11" format for packaging by the City.

- B. Coordination with Prefabricated Restroom Manufacturer.
- C. Prepare an opinion of probable construction cost.

- D. Submit plans to the City of Mission Viejo for plan check. Meet with City to review plan check comments. Submit and revise drawings per two (2) City plan check reviews.
- E. Processing of Irrigation Plans through Santa Margarita Water District for SMWD approval.
- F. The result of service will consist of demolition, construction, irrigation, and planting plans with required details and specifications for competitive bidding.
- G. All formal bidding and contract negotiation will be conducted by the City of Mission Viejo.

MEETINGS: One Meeting with City Staff

PRODUCTS: Base Plans, Construction Drawings, Technical Specifications, and Opinion of Probable Construction Costs

PHASE III - CONSTRUCTION SUPPORT SERVICES

- A. Review the shop drawings for the restroom building supplied by the manufacturer
- B. Assist the city staff in responding to and answering Request For Information

II. FEE SUMMARY (Fee Estimates)

Phase One	Design Development	\$	3,000.00
Phase Two	Construction Documents	\$	22,600.00
Phase Three	Construction Support Services	\$	<u>2,000.00</u>
	Reimbursable Allowance	\$	<u><u>2,000.00</u></u>
	TOTAL	\$	29,600.00

This Fee Summary is based upon our current understanding of the project and is subject to revision per your direction.

All work shall be billed on an hourly basis against the indicated fee estimate per the attached Fee Schedule.

III. ADDITIONAL SERVICES

The following items are not a part of the fee identified in the proposal but shall be reimbursable to **RJM Design Group, Inc.** as follows:

1. All printing, reproduction, and delivery charges will be invoiced directly by the vendors to you. Should we incur these reimbursable expenses, we will invoice them to you at direct cost plus 15% for handling. (*\$2,000 Reimbursable Allowance*)
2. Any requested refinements to the Construction Documents as a result of City review shall be completed in accordance with the Standard Hourly Fee Schedule.
3. Additional plans or exhibits requested by the client in addition to the specific tasks outlined in the Scope of Services shall be completed in accordance with the Standard Hourly Fee Schedule.
4. Additional meetings, as requested, shall be in accordance with the Standard Hourly Fee Schedule.
5. Providing on-site observation during construction.
6. Structural engineering, details, and/or calculations.
7. Any soils engineering, geotechnical services, or analysis.

IV. STANDARD HOURLY FEE SCHEDULE

The Client agrees to pay Consultant as compensation for all authorized work included in the Scope of Services heretofore stated, at the hourly rates below:

PRINCIPAL LANDSCAPE ARCHITECT	\$140 - \$165 per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$120 - \$135 per hour
PROJECT LANDSCAPE ARCHITECT	\$100 - \$115 per hour
CADD TECHNICIAN/LANDSCAPE DESIGNER	\$ 80 - \$ 95 per hour
DRAFTSPERSON	\$ 65 - \$ 75 per hour
WORD PROCESSING	\$ 60 per hour

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed and will be broken into the categories listed above.

Fees will be escalated each August 1st in accordance with any increase in the Consumer's Price Index or other mutually agreed upon cost index beginning with August 1, 2007.

All provisions for escalations stated, pertain to all contract extension and additional work.

V. PAYMENTS

Payments will be due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1-1/2% of the amount due, compounded monthly.

Thank you for selecting us to prepare this proposal. During your review, we would be pleased to discuss any items that may need clarification.



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Replacement of Casework and Countertops at the Mission Viejo Animal Services Center

Recommended Action

Award contract for the subject services to Mica Industries in an amount not to exceed \$40,000.

Executive Summary

The operating budget for Fiscal Year 2006-2007 includes funds for the replacement of the Animal Services Center's main lobby reception casework and countertops. In December 2006, in compliance with the City purchasing policies, city staff advertised and notified potential contractors and on January 8th, 2007 received no formal bids after advertising in trade journals and local papers and directly contacting a total of five companies. In accordance with the Uniform Public Construction Cost Accounting Act and Public Contract Code Section 22038, because no formal bids were received through the public bid process, staff is able to directly contact companies to seek bids. City staff received two bids. Mica Industries is the apparent low bidder, and staff is recommending awarding a contract to Mica Industries. The current lobby countertops and casework are in a state of disrepair and are not laid out in a functional manner. This replacement will enable additional volunteers and staff to work together in serving the public. The funds for this effort are budgeted from the Animal Services budget and proportionally shared between Mission Viejo and Laguna Niguel.

The work will be completed to reduce the amount of disturbance to the general public and the animals at the Center.

Previous Relevant Council Actions for This Item

None.

Attachments

- 1) Exhibit A – Bid Recap
- 2) Exhibit B – Mica Industries Proposal

Fiscal Impact:

Amount Requested \$40,000 (to complete project)

Sufficient Budgeted Funds Available?: Yes X No (If no, see attached fiscal analysis)

Prog/Fund # 314560 Category: Pers. Optg. 8100 Cap. -or- CIP# Fund#

Prepared By

W. Keith Rattay
Director of Public Services

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs

Reviewed By

William P. Curley, III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager

ANIMAL SERVICES LOBBY

**Bid Recap
January 29, 2007**

Tahiti Cabinets	\$48,737.25
MICA Industries	\$40,000
Moen Cabinets	No bid
Advanced Surfaces	No bid



15641 Computer Lane
Huntington Beach, Ca 92649
(714) 895-4770
Fax: (714) 895-6672
www.micaindustries.com
WI ACTIVE MEMBER
State Lic. No. 674881

January 29, 2006

City Of Mission Viejo

Attn: Dan Sullivan

Jobsite: Animal Services Building

We propose the following **Only**:

Side Wall Cabinet

2.5 LN FT Base Cabinet
(1) Lock
2.5 LN FT P-LAM Counter Top

Back Wall Cabinetry

4.5 LN FT P-LAM Base Cabinets w/ Drawers
4.5 LN FT P-LAM Counter Top
(NO Locks)
3.5 LN FT (5) Drawer Bank
(NO Locks)

Work Area Cabinetry

7.5 LN FT P-LAM Upper Cabinets
7.5 LN FT P-LAM Counter Tops
(2) P-LAM B/F Pedestals

Public Display Cabinet

8 LN FT P-LAM Base Cabinets
8 LN FT 1/4" Tempered Sliding Glass Doors w/ Locks
8 LN FT P-LAM Counter Top
Push Pin Board NIC



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Reception & Staff

15 LN FT P-LAM Base Cabinets
2.5 LN FT P-LAM Gate w/ Hardwood Cap
6 LN FT P-LAM Low Wall w/ Hardwood Cap
16.5 LN FT P-LAM Low Wall
9.5 LN FT P-LAM High Wall
17.5 LN FT P-LAM Die Wall
15 LN FT P-LAM Counter Top
(Qty:1) 16" X 164" Avonite Transaction Counter with 1½" Bull Nose Edge, (5) Steel Support Brackets and Plywood Subtop
(Qty:1) 24" X 146 ½" Avonite Public Counter with 1½" Bull Nose Edge, (4) Steel Support Brackets and Plywood Subtop
(Qty:1) 16" X 38" Avonite Top with 1½" Bull nose Edge and Plywood Subtop
9 LN FT P-LAM Transaction Shelf w/ (3) Steel Support Brackets

Display Cabinet

7.5 LN FT P-LAM High Wall
5.5 LN FT P-LAM Display Shelving (5) Rows

Total Price: \$40,000.00
Price includes Shop Drawings, Tax, and Installation
Proposal Valid for 3 Months

EXCLUSIONS: Locks unless noted, Metal Supports, Premium Laminate, Custom Pulls, Disconnect or Reconnect of Electrical, Computer, Communications or Plumbing Fixtures. Painting of New or Existing Materials. Demo, and Trash Removal, Prevailing Wage.

X _____ Date _____

Sign and Return to Proceed with Outlined items.

Thank you for the opportunity to bid on this project. If you have any questions please feel free to call upon us.

Sincerely,

Mica Industries

CITY OF MISSION VIEJO

**AGREEMENT WITH MICA INDUSTRIES, INC
FOR COUNTERTOP & CASEWORK SERVICES OVER \$15,000
(Insurance Required)**

THIS AGREEMENT, is made and effective as of February 5, 2007, between the **City of Mission Viejo**, a municipal corporation ("City") and Mica Industries, Inc ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on February 5, 2007, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2007, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Contractor represents to the City that it has the qualifications necessary to perform the tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Forty Thousand Dollars (\$40,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A or Exhibit B** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager, or his or her designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$15,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the contractor at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 3.

6. DEFAULT OF CONTRACTOR.

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of

services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

8. INDEMNIFICATION. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

9. 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, or employees.

Contractor agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

10. INDEPENDENT CONTRACTOR.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents

are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

12. RELEASE OF INFORMATION.

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

b. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Mission Viejo
200 Civic Center

Mission Viejo, California 92691
Attention: City Manager

To Contractor: Mica Industries, Inc
15641 Computer Lane
Huntington Beach, California 92649
Attention: Aharon Saig

14. **ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only N/A shall perform the services described in this Agreement. N/A may use assistants, under their direct supervision, to perform some of the services under this Agreement. Contractor shall provide City fourteen (14) days' notice prior to the departure of N/A from Contractor's employ. Should he or she leave Contractor's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

15. **LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

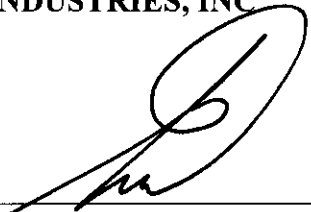
17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.


19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

MICA INDUSTRIES, INC

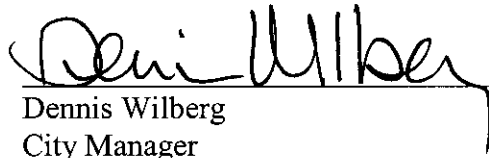


By: Aharon Saig
Title: President

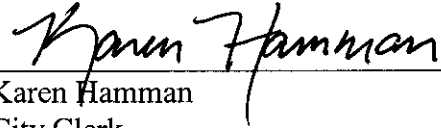


By: Aharon Saig
Title: C.F.O.

CITY OF MISSION VIEJO




Dennis Wilberg
City Manager

Attest:


Karen Hamman
City Clerk

Approved As to Form:



William P. Curley, III
City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Replacement of the Animal Services Center's main lobby reception casework and countertops.
Price includes shop drawings, tax and installation.

EXHIBIT B
PAYMENT SCHEDULE

Net 30 days.

EXHIBIT C

INSURANCE REQUIREMENTS

The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **one million dollars** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

Professional Liability Insurance. Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Contractor's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

Contractor and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
9. Contractor agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability and umbrella liability policies (if any) using ISO form CG 20 10 11 85 or equivalent form, as determined by Risk Management staff. Contractor shall also provide a waiver of subrogation endorsement to Contractor's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail

written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City upon request.

10. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
11. Contractor's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Contractor's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Contractor of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Contractor agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Contractor agrees that upon request all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Ratification of Emergency Purchase Order to Replace the Boiler for the Library's Heating/Ventilating/Air Conditioning (HVAC) System.

Recommended Action

Ratify Purchase Order #070273 issued under the City Manager's emergency purchase authority to Emcor Company on January 19, 2007 in the amount of \$24,183.00, for the replacement of the roof-top water boiler unit for the Library's HVAC system.

Executive Summary

On January 12, 2007, the Mission Viejo Library's HVAC hot water boiler that supplies heat to the entire Library facility was non-functional and could not be repaired. A replacement unit was needed promptly. Bids were informally solicited by City staff for the removal and replacement of the HVAC boiler. Emcor Company was chosen from the three bidders to provide the emergency replacement. Emcor was not the lowest bidder but they were the only firm who could deliver the product with a short and reasonable time frame.

Previous Relevant Council Actions for This Item

n/a

Attachments

1. Exhibit A – Emergency Purchase Authorization
2. Exhibit B – Purchase Order No. 070273

Fiscal Impact:

Amount Requested: \$24,183.00

Sufficient Budgeted Funds Available?: Yes No (If no, see attached fiscal analysis)

Prog/Fund # 554201 Category: Pers. Optg. 7500 Cap. -or- CIP # Fund #

Prepared By

W. Keith Rattay
Director of Public Services

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svc

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager



City of Mission Viejo

Emergency Purchase Authorization

As the City Manager, I have determined that an emergency condition exists that could interrupt the public health, safety or welfare of the community if the normal bidding procedures were followed. You are therefore authorized to proceed immediately to purchase, without the bidding process, any necessary material, labor, equipment or supplies needed to normalize the emergency condition.
Mission Viejo Municipal Code 3.12.290.3

1. Describe this emergency : Non-functioning roof-top hot water (H.V.A.C.) boiler at the M.V. Library. The H.V.A.C. hot water boiler that supplies heat to the entire library facility is non-functional and needs to be replaced. The boiler's internal insulating brick walls within the "fire box" which lines the interior of the heating chamber are damaged by cracking and decay, and is in urgent need to be replaced. In addition, excessive carbon deposits have damaged the natural gas fed tube bundles within the chamber which resulted in the improper heat transfer to the water pipe distribution lines which circulates heated water throughout the library facility. Forced air flow across the heated water pipes provides the warmed conditioned air within the building.

2. Location of this emergency : Mission Viejo Library

3. Estimated Cost of Materials/Supplies/Equipment \$ 24,183.00 (Total Cost)

4. Selected Vendors	Barr Engineering, Inc.	\$ 23,324.00	Delivery Time: 3-4 weeks
	Pol-Air, Inc.	\$ 25,180.00	Delivery Time: N/A
	Emcor, Inc.	\$ 24,183.00	Delivery Time: 7-10 days

5. Estimated Cost of Labor/Installation \$ N/A

6. Selected Vendors N/A

All emergency purchases that would otherwise require the formal bidding procedure shall be submitted to the City Manager for his presentation to the City Council for ratification at the next regular Council meeting.

Date to be ratified by City Council

Department Head *[Signature]* Date 1-16-07

City Manager *[Signature]* Date 1-16-07

Original – Submit with Agenda Report

Submit 1 copy to Purchasing

Department maintains 1 copy



City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3000

PURCHASE ORDER NO.

070273

To receive proper payment the above PO number must appear on all invoices, bills of lading, packages, correspondence, etc.

DELIVER TO: Public Services Department
200 Civic Center
Mission Viejo, CA 92691

VENDOR: EMCOR Service/Mesa Energy Systems Inc
5 Vanderbilt
IRVINE, CA 92618

SEND INVOICE TO: City of Mission Viejo
Attn: Accounts Payable
200 Civic Center
Mission Viejo, CA 92691

date 01/19/07	Vendor ID # 6275	Requisition # R010345	Department Public Services Department
confirming <input type="checkbox"/> yes <input type="checkbox"/> no	Contract #	FOB Destination	Terms NET 30
			Date Required 01/12/07

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		***EMERGENCY PURCHASE*** Replace the roof-top hot water boiler at the Mission Viejo Library. As per quote # 06-21337 dated 01/04/07.	24,183.00	24,183.00

TOTAL 24,183.00

ACCOUNT NO.	AMOUNT
554201 7500	\$ 24,183.00

APPROVAL:

Nancy J. Livingston
Purchasing Agent

EL TORO REUSE PLANNING AUTHORITY

DATE: January 22, 2007
TO: ETRPA Board of Directors
FROM: Paul D. Eckles, Executive Director
SUBJECT: Closing Down

The El Toro Reuse Planning Authority has served its purpose. The future of MCAS El Toro is no longer in doubt. Neither military nor commercial aircraft will ever fly at El Toro again. It is time to dispose of ETRPA's remaining assets and records and cease operations.

Background

After the Federal Government selected MCAS El Toro for closure in 1993, the El Toro Reuse Planning Authority was formed to plan the base reuse. The initial membership included the Orange County Government and the Cities of Irvine and Lake Forest. In a straightforward implementation of federal base closure legislation, ETRPA became the "reuse authority" of local entities that would decide the future of the base. As local residents know, nothing about El Toro was ever straightforward again.

Powerful local interests who wanted a commercial airport at El Toro took planning out of ETRPA's domain with an initiative called Measure A that mandated an airport reuse. The County withdrew from ETRPA, and the organization was left without a mission. Subsequently, the Cities of Irvine and Lake Forest reorganized ETRPA to plan and promote a non-aviation reuse of El Toro. They invited other cities to join in the effort. What happened is a remarkable story. Ultimately, the Cities of Lake Forest and Irvine were joined as full members of ETRPA by the cities of Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Mission Viejo, and Rancho Santa Margarita. The cities of San Clemente and San Juan Capistrano also affiliated in supporting roles, as did many other individuals and organizations.

In 1997, the odds were in favor of an airport at El Toro. Passage of Measure A gave an airport reuse plan the force of law. The County Government was pursuing a large commercial airport with a vigorous, well-financed effort. The US Navy was in charge of base reuse, and it was fully supportive of an airport. The Federal Aviation Administration was also supportive. Several airline or airfreight companies were openly supportive of an El Toro airport. The Southern California Association of Governments supported an airport at El Toro, as did the Los Angeles City Department of Airports. Powerful members of Congress supported the idea; not a single member of Congress openly opposed the idea. Only one member of the State Legislature openly opposed the airport plan. Nothing seemed likely to stop the airport. The County planned to begin airfreight flights immediately when the base closed in 1999.

To many peoples' surprise, what happened is quite different. Finally, in January of 2007 it seems safe to declare the airport idea dead for good. In an extraordinary grass roots effort, Orange County citizens have passed two anti-airport initiatives. Through ETRPA and the City of Irvine, South Orange County political leaders wrote those two initiatives, brought numerous lawsuits, and made many lobbying trips to Washington and Sacramento. ETRPA and its community allies were able to convince people in Orange County, Southern California, Sacramento, and Washington, DC that it would be unwise to put a commercial airport at El Toro. Indeed, the Orange County Government has now rejoined ETRPA as a full member. It is now widely accepted that there are better ways to satisfy Southern California's aviation needs and better uses for this beautiful piece of property situated in the middle of Orange County.

ETRPA was organized as a *joint powers authority* by its member governments. Government agencies are not often called upon to do this, but it is now time to formally declare that ETRPA's mission has been accomplished and to dissolve the authority. Because ETRPA is actually a government itself, there are a few formalities that will be required. The remainder of this report outlines the recommended steps.

ETRPA Records

By law, even though ETRPA may close its doors, it must continue to maintain some records for public inspection. At a minimum, the official minutes and agendas of ETRPA board meetings

must be maintained indefinitely. In accordance with the records retention schedule established by the Board of Directors, other records must also be maintained for set periods. It should also be noted that ETRPA was involved at the center of one of the most hotly debated political controversies in the history of Orange County. As such, historians will be interested in the record of ETRPA's involvement. However, it would be expensive for ETRPA to maintain offices to respond to an occasional request for public records.

Fortunately, there is a ready solution for this problem. The Orange County Clerk-Recorder Department maintains the official Orange County Archives. The Archives are a treasure trove of historical records. There are, for example, Board of Supervisors minutes and marriage license indexes back to 1889 and subdivision records back to 1869. The Clerk-Recorder has offered to accept all of ETRPA's records and to assume full responsibility for indexing them and providing access to the public.

Finances

ETRPA's principal source of revenue since it was formed has been contributions from its member cities and now, once again, the County. The most recent formula for member agencies was an equal assessment for each member, except Lake Forest that paid two shares. That formula is prescribed in the ETRPA joint powers agreement, and, with two exceptions, would be a good basis for governing refunds or distributions of remaining funds to member agencies. The current treasury balance is about \$160,000. After paying ETRPA's final expenses, about \$140,000 should be available for refunds or distributions to member agencies. The exceptions would apply to the County Government and to the City of Laguna Beach. The County rejoined ETRPA late in its final budget year and paid only a nominal assessment. A refund would be inappropriate. The City of Laguna Beach encountered some financial difficulties in that final budget year and was unable to pay its normal assessment. Symbolic \$1 refunds are recommended for the County and Laguna Beach. Accordingly, it is proposed that after ETRPA's final expenses are paid the remaining treasury be distributed as follows:

Aliso Viejo 10%
County of Orange \$1
Dana Point 10%
Irvine 10%
Laguna Beach \$1
Laguna Hills 10%
Laguna Niguel 10%
Laguna Woods 10%
Lake Forest 20%
Mission Viejo 10%
Rancho Santa Margarita 10%

Even though ETRPA may close its doors in 2007, it will be required to submit final tax accounting reports to the state and federal authorities in early 2008. The City of Laguna Hills has provided financial oversight services to ETRPA in recent years, and the City has graciously agreed to complete those reports when they are due.

ETRPA has obtained regular audits of its financial records over the years. The most recent audit was for the two year period ending June 30, 2005, and there has been very little activity since then. As indicated above, the City of Laguna Hills has provided financial oversight in recent years as did the City of Irvine before that. A final audit has not been scheduled. If the Board of Directors wishes a final audit, the audit fee will be three to four thousand dollars. There will be some additional expenses to keep the organization active during the course of the audit and to receive and act upon the final audit report.

Terminating the Joint Powers Agreement and Agency

Adoption of the resolution accompanying this report would indicate the Board of Directors intention to terminate the El Toro Reuse Authority effective March 31, 2007. To make that resolution fully effective, each member agency should also adopt a resolution terminating their participation in the Authority.

Recommendation

It is recommended that the Board of Directors adopt the attached resolution taking the following actions:

1. Approve transfer of all ETRPA records to the Orange County Archives operated by the Orange County Clerk-Recorder Department.
2. Authorize staff to pay all remaining financial obligations of the Authority and then disburse remaining funds according to the following formula:

Aliso Viejo 10%
County of Orange \$1
Dana Point 10%
Irvine 10%
Laguna Beach \$1
Laguna Hills 10%
Laguna Niguel 10%
Laguna Woods 10%
Lake Forest 20%
Mission Viejo 10%
Rancho Santa Margarita 10%

3. Ask the City of Laguna Hills to complete required financial reporting to State and Federal authorities.
4. Direct the Executive Assistant to prepare minutes of the final Board of Directors meeting for approval by the Chairman.
5. Ask all member agencies to adopt resolutions before March 31, 2007 terminating participation in the El Toro Reuse Planning Authority.
6. Say "Hallelujah! We did it!"

**RESOLUTION NO. 2007-01
OF THE
EL TORO REUSE PLANNING AUTHORITY**

WHEREAS, the El Toro Reuse Planning Authority was formed pursuant to a joint powers agreement among the cities of Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, and Rancho Santa Margarita and the County of Orange; and

WHEREAS, the primary mission and purpose of the El Toro Reuse Planning Authority was to plan and promote a nonaviation reuse of the Marine Corps Air Station El Toro; and

WHEREAS, all of the property inside the boundaries of the MCAS El Toro has now been annexed to the City of Irvine; and

WHEREAS, the City of Irvine has planned a nonaviation reuse for the El Toro property; and

WHEREAS, a nonaviation reuse of El Toro is now assured; and

WHEREAS, the El Toro Reuse Planning Authority has had regular financial audits of its records and consistent financial oversight by the cities of Irvine and then Laguna Hills; and

WHEREAS the Orange County Clerk-Recorder operates the Orange County Archives; and

WHEREAS the Orange County Archives are a safe, secure and legally authorized depository for public records; and

WHEREAS none of the El Toro Reuse Planning Authority's efforts would have been successful without the contribution of hundreds of thousands of citizen volunteers who contributed their time, money, leadership and inspiration to the successful effort to save Orange County from an unwanted, unneeded, unsafe airport;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the El Toro Reuse Planning Authority takes the following actions:

1. Declares its gratitude to the hundreds of thousands of citizen volunteers who contributed their time, money, leadership, and inspiration to the successful effort to save Orange County from an unwanted, unneeded, unsafe airport.
2. Declares that the Authority's mission has been accomplished and the Authority is no longer needed.
3. Directs the staff to transfer all remaining public records to the Orange County Archives.
4. Asks the City of Laguna Hills to complete required final financial reporting to state and federal authorities.

RESOLUTION 07-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MISSION VIEJO TERMINATING THE
EL TORO REUSE PLANNING AUTHORITY**

WHEREAS, the El Toro Reuse Planning Authority was formed pursuant to a joint powers agreement among the cities of Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, and Rancho Santa Margarita and the County of Orange; and

WHEREAS, the primary mission and purpose of the El Toro Reuse Planning Authority was to plan and promote a non-aviation reuse of the Marine Corps Air State El Toro; and

WHEREAS, all of the property inside the boundaries of the MCAS El Toro has now been annexed to the City of Irvine; and

WHEREAS, the city of Irvine has planned a non-aviation reuse for the El Toro property;
and

WHEREAS, a non-aviation reuse of El Toro is now assured; and

WHEREAS, the joint powers agreement would terminate and the El Toro Reuse Planning Authority would be dissolved upon withdrawal of the Authority's members; and

WHEREAS, the Board of Directors of the El Toro Reuse Planning Authority, by the adoption of the Resolution No. 2007-01, on January 22, 2007, declared that the Authority's mission has been accomplished and the Authority is no longer needed and requested that all member agencies adopt a resolution dissolving the El Toro Reuse Planning Authority no later than March 31, 2007.

NOW THEREFORE, BE IT RESOLVED, that the City Council takes the following actions on behalf of the City of Mission Viejo:

1. Withdraws from the El Toro Reuse Planning Authority.
2. Agrees to the termination and dissolution of the El Toro Reuse Planning Authority..
3. Directs that the City Clerk convey a certified copy of this Resolution to the El Toro Reuse Planning Authority.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2007.

Gail Reavis
Mayor

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on the 5th day of February, 2007, by the following vote of the Council:

AYES:

NOES:

ABSENT:

ATTEST:

Karen Hamman
City Clerk

RESOLUTION 07-11

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MISSION VIEJO TERMINATING THE
EL TORO REUSE PLANNING AUTHORITY**

WHEREAS, the El Toro Reuse Planning Authority was formed pursuant to a joint powers agreement among the cities of Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, and Rancho Santa Margarita and the County of Orange; and

WHEREAS, the primary mission and purpose of the El Toro Reuse Planning Authority was to plan and promote a non-aviation reuse of the Marine Corps Air State El Toro; and

WHEREAS, all of the property inside the boundaries of the MCAS El Toro has now been annexed to the City of Irvine; and

WHEREAS, the city of Irvine has planned a non-aviation reuse for the El Toro property;
and

WHEREAS, a non-aviation reuse of El Toro is now assured; and

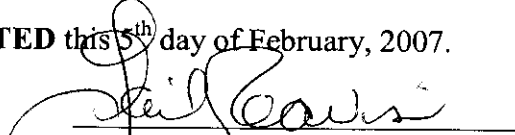
WHEREAS, the joint powers agreement would terminate and the El Toro Reuse Planning Authority would be dissolved upon withdrawal of the Authority's members; and

WHEREAS, the Board of Directors of the El Toro Reuse Planning Authority, by the adoption of the Resolution No. 2007-01, on January 22, 2007, declared that the Authority's mission has been accomplished and the Authority is no longer needed and requested that all member agencies adopt a resolution dissolving the El Toro Reuse Planning Authority no later than March 31, 2007.

NOW THEREFORE, BE IT RESOLVED, that the City Council takes the following actions on behalf of the City of Mission Viejo:

1. Withdraws from the El Toro Reuse Planning Authority.
2. Agrees to the termination and dissolution of the El Toro Reuse Planning Authority..
3. Directs that the City Clerk convey a certified copy of this Resolution to the El Toro Reuse Planning Authority.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2007.



Gail Reavis
Mayor

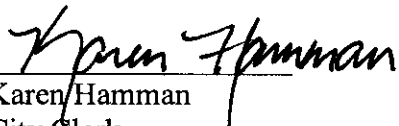
I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on the 5th day of February, 2007, by the following vote of the Council:

AYES: Kelley, Ledesma, MacLean, Reavis, and Ury

NOES: None

ABSENT: None

ATTEST:



Karen Hamman
City Clerk



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

Urban Land Institute (ULI) Technical Advisory Panel (TAP) Workshop for Mission Viejo Village Center Area Generally Located in Vicinity of the Intersection of Marguerite Parkway and La Paz Road

Recommended Action

1) Receive presentation from representatives of ULI; 2) if interested, review and comment on the proposed draft TAP Workshop Scope of Work; and 3) determine the role the City Council in the TAP process.

Executive Summary

Background

One of the City Council's goals in the Fiscal Year 2006-07 performance review for the City Manager is to develop a plan to work with the numerous owners for the rehabilitation or renovation of the commercial property across the street from City Hall. Last August staff had met with representatives from the Urban Land Institute (ULI) and CB Richard Ellis (CBRE) to discuss the commercial property across the street from City Hall. Both ULI and CBRE felt optimistic about the potential for change to the area but noted it would take some time to implement due to multiple owners. Staff was intrigued by the ULI approach. The ULI representatives suggested that the City enter into an agreement with ULI to have a Technical Advisory Panel (TAP) review the shopping center and surrounding area for planning and development advice and recommendations. The City of Laguna Niguel recently utilized this approach with their Laguna Niguel Gateway Specific Plan area along the west side of the I-5 Freeway near Crown Valley Parkway.

ULI TAP Process

ULI is a non-profit organization with the mission "to provide responsible leadership in the use of land in order to enhance the total environment." The ULI is based in Washington, D.C. with regional offices in many metropolitan areas across the Country. The ULI provides independent research and analysis on cutting edge real estate development practices and trends. It is a multi-disciplinary organization committed to furthering the best practices in land use development.

CONTINUED

Previous Relevant Council Actions for This Item

None.

Attachments

- Exhibit A. ULI Background Information.
- Exhibit B. ULI TAP Agreement.
- Exhibit C. ULI TAP Draft Scope of Work
- Exhibit D. Aerial Map and Property Owner Map of Proposed ULI TAP Study Area.
- Exhibit E. Letter dated August 25, 2006 from Ted Snell and Allison Schneider of CBRE for comparison.

Fiscal Impact:

Amount Requested N/A

Sufficient Budgeted Funds Available?: Yes ___ No ___

Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

Charles E. Wilson
Community Development Director

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Svcs.

Reviewed By

William P. Curley III
City Attorney

Submitted By

Dennis R. Wilberg
City Manager

In addition to publishing an extensive library of books and technical reports on land use development, the ULI provides organizations with local technical expertise. One approach used by the ULI is to conduct a Technical Advisory Panel workshop to evaluate and make general recommendations regarding future development and revitalization opportunities and implementation recommendations. The ULI suggests the City enter into an agreement to participate in a 1-3/4 day workshop for the Mission Viejo Village Center Area. The agreement is identified in Exhibit B of this report. The TAP would be a panel of ULI experts who collectively have varied and broad knowledge applicable to the particular problems to be considered, including the planning, development and redevelopment of land and the ownership, management and financing of real property.

The first day of the TAP would involve a study tour of the area, briefing and stakeholder interviews with City officials, City staff, and area property owners and businesses. The second day would involve working sessions and a presentation of the panel's findings and recommendations.

Study Area and Scope of Work

The City of Mission Viejo's geographic center is a combination of commercial, office, public facility, and recreation uses generally located in vicinity of the intersection of Marguerite Parkway and La Paz Road. This area includes a civic center with a city hall and public library; several large commercial centers with retail stores, offices, restaurants, and automobile repair shops; Thomas R. Potocki conference center; Norman P. Murray Community and Senior Center; Oso Viejo sports fields; and Oso Creek and existing trail system. There has been minimal new development or revitalization of existing properties within the Mission Viejo Village Center area, especially the large commercial center southeasterly of the intersection of Marguerite Parkway and La Paz Road. A fragmented ownership pattern, dated architectural design, an abundance of surface parking lots, minimal landscaping, and the lack of a pedestrian environment are obstacles hindering the establishment of a downtown or town center for this area. A key question is what type or types of development opportunity is the missing ingredient to catalyze new development and revitalization. If there is a market for a different type of development, what are the appropriate product types and where should they be located? If the City Council is interested in the ULI TAP process, staff requests that the City Council review and comment on the draft scope of work referenced in Exhibit C of this report. The proposed Study Area is referenced in Exhibit D of this report.

Fiscal Impact

The cost of the ULI TAP is \$14,750.00 and is a relatively inexpensive cost-effective way for the City to understand the development potential and revitalization opportunities of the Mission Viejo Village Center Area from the perspectives of a broad field of experts in the land development business. If interested in the proposal staff would return at a subsequent Council meeting with approval of the agreement.

City Council Role in the TAP Process

The role of the City Council in the TAP process would need to be defined. It is customary for TAP members to invite members of the City Council to participate in stakeholder interviews. One option is for the City Council to designate two (2) representatives to participate in the interview process. However, if a majority of the City council wanted to be involved in the TAP interview process, then it would be necessary to notice and conduct a Special Meeting of the City Council for that portion of the process.

A second issue is whether the City Council wants to be present at the conclusion of the TAP for the verbal presentation on the TAP findings, conclusions, and recommendations. In this case a Special Meeting of the City Council would need to be noticed and conducted for that purpose. As an alternative, a verbal report could be presented to City Staff and the final written report could be presented to the City Council at a subsequent regular or special meeting.



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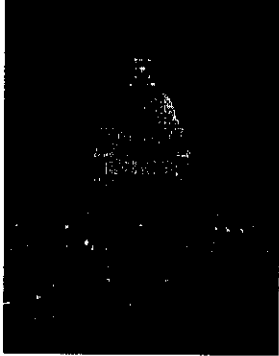
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- 2006 Survey



ULI is a trusted idea place.

ULI—the Urban Land Institute is a 501(c) (3) nonprofit research and education organization supported by its members.

Founded in 1936, the institute now has more than 34,000 members worldwide representing the entire spectrum of land use and real estate development disciplines, working in private enterprise and public service.

As the preeminent, multidisciplinary real estate forum, ULI facilitates the open exchange of ideas, information and experience among local, national and international industry leaders and policy makers dedicated to creating better places.

The mission of the Urban Land Institute is to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide.

Members say that ULI is a trusted idea place where leaders come to grow professionally and personally through sharing, mentoring, and problem solving. With pride, ULI members commit to the best in land use policy and practice.

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What We Do

ULI initiates research that anticipates emerging land use trends and issues, proposing creative solutions based on that research.

ULI's practice program is interdisciplinary and practical, focusing on trends and the basics of many different parts of the industry:

- Resort and residential
- Retail and destination development
- Office and industrial development
- Transportation and parking
- Real estate finance and capital markets

ULI documents best practice and publishes books to impart cumulative knowledge to help the development community continuously improve its performance.

To bring attention to advances in policy and practice, the ULI JC Nichols Prize for Visionary Urban Development is presented to an individual whose career or institution demonstrates the highest standards of responsible development.

In local communities, ULI district councils bring together a variety of stakeholders to find solutions and build consensus around land use and development challenges.



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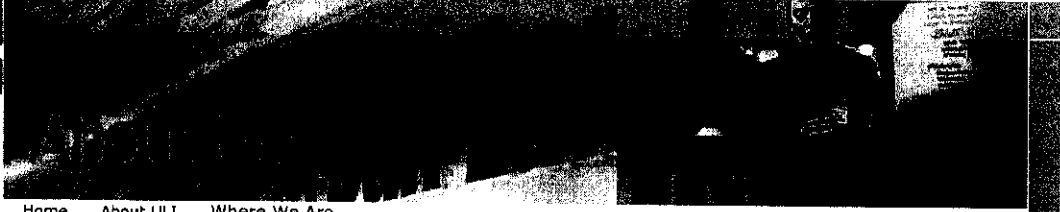
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Where We Are

ULI is a trusted idea place where leaders come to grow professionally and personally.

Most members participate in district councils active in some 40 U.S. metropolitan areas and ten country councils in Europe. District councils offer a variety of learning, networking and community outreach opportunities closer to home.

Some 2,000 members belong to councils, each with 50 members, meeting for one day, twice yearly at ULI meetings. These members own, control or enhance the value of more than 80% of commercial real estate in the U.S. and the significant investment in real estate worldwide.

ULI maintains offices in Washington, D.C. and London, with more than 100 professional staff and a network of district councils in some 50 cities worldwide. Contact us for details.

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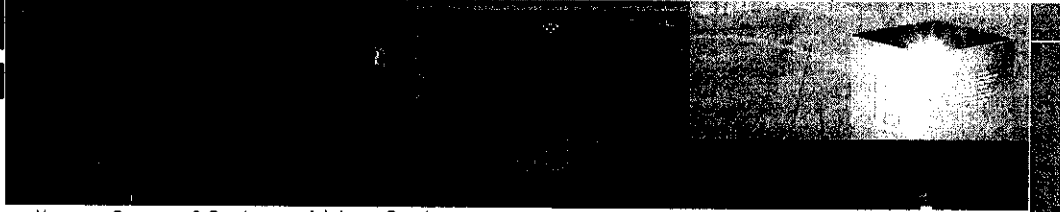
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Advisory Services

Established in 1947, this fee-based service provides the technical expertise of ULI members to cities, private developers, and other organizations that need objective analysis and advice on how to solve difficult land use, development, and redevelopment problems.

ULI teams approach the project from all perspectives including market potential, land use and design, financing and development strategies, and organizing and implementation.

On April 16, 1947, ULI convened its first Advisory Services Panel in Louisville, Kentucky. The issue was downtown redevelopment and since then ULI has completed more than 400 panels all over the country and all around the world. Topics have included neighborhood revitalization, military base reuse, development of private property, economic development, public facility siting, smart growth (before it was cool!), and asset management. From Jackson, Mississippi to Barcelona, Spain, ULI has been called in to help both the public and the private sectors when fast, creative solutions to tough real estate issues are needed. By bringing in an objective and diverse team of real estate and planning professionals who would not be available "for hire" other than through the ULI Advisory Services Program, panel sponsors have been able to move beyond the planning stages for their projects and walk away with a practical, implementable strategy for moving forward.

ULI panels have been sponsored in small towns (less than 10,000 people) to large metropolitan cities. ULI staff work closely with panel sponsors to recommend sources of funding for the sponsorship fee, define the scope of the assignment, and identify the appropriate expertise needed for the panel. It is a joint effort between ULI and the panel sponsor so that the community gets the best possible result and it is a rewarding experience for the ULI members who volunteer their time.

"It is remarkable how the ULI panel correctly gauged the pulse of the community and translated those feelings into a series of sustainable short-term and longer-term doable projects that have provided a sound redevelopment framework."

Bob Bzik, Planning Director, Somerset County, New Jersey

"After we spent a decade trying to come to grips with comprehensive planning for undeveloped parts of our county, the ULI panel provided the spark that has activated a promising community dialogue. The panel facilitated the bringing together of opposing interests, which resulted in strong consensus. Having gained acceptance for most of the ULI-recommended concepts, we have progressed to the implementation stage."

Shannon Staub, Chair, Board of County Commissioners, Sarasota County, Florida

When a ULI panel comes to a community, it is a joint effort between ULI staff and representatives of the sponsoring organization and ULI. The sponsors work with ULI staff to refine the scope of the assignment, meet with ULI staff to identify appropriate expertise for the panel, develop briefing materials and organize a tour of the study area, and identify people in the community for the panel to talk with and learn as much about the community and the assignment as possible. The result of this collaborative effort is an implementation strategy that is based on sound information, community realities, and best practices. Without this collaborative effort, the end product would be "just another report."

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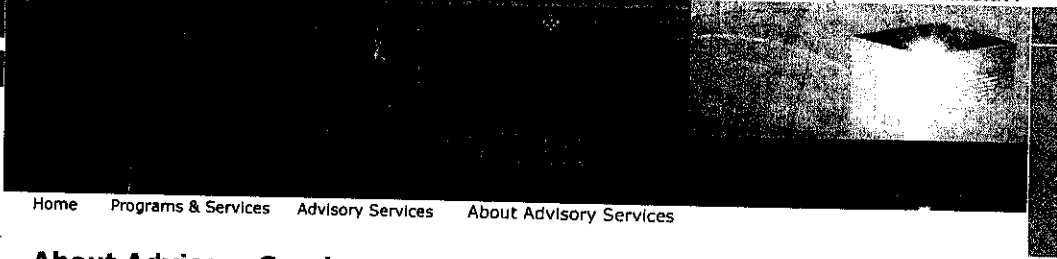
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About Advisory Services

Assignment Section

The purpose of a ULI Advisory Services panel assignment is to bring the finest expertise in real estate to bear on the key questions faced by public agencies, private companies, and nonprofit organizations. When a panel is under consideration, ULI staff consult with a prospective sponsor to determine whether a ULI team can provide a meaningful analysis and evaluation of the land use issues in question. If it is agreed that a panel would be beneficial to the sponsor and consistent with ULI's mission, a prospective sponsor submits an application outlining the objectives of the panel assignment and a list of questions for panel consideration.

Selection of the Panel

Once an agreement between ULI and the panel Sponsor is signed, and panel dates are set, panelist and a panel chair are selected. The panel chair is chosen based on his or her knowledge of the specific land use and development issues for the assignment, previous panel experience, and general leadership capabilities. Panel members are chosen from many different geographic areas and must have substantial, practical knowledge of the issues to be addressed. They are selected to represent the balance of skill, knowledge, and experience required to address the questions raised by the sponsor thoroughly and objectively. ULI staff consult with the panel sponsor to ensure that there is no conflict of interest issues.

Panel Preparation

The sponsor assembles a briefing book that is sent directly to each panel member approximately two weeks before the panel comes on-site. During the first day on site, the sponsor provides a briefing of the assignment including background information about issues, players, and questions to be addressed. The sponsor also arranges a tour of the study area for the panel and identifies and schedules discussions with key local resource people in the community.

Panel Teams

Panel teams are assigned by the panel chair, based on recommendations from staff. Each team is

typically assigned one of the following topics: market potential; development strategies; planning and urban design; and implementation. Team members meet with those resource persons with information relevant to their topics. Each team is responsible for drafting a section of the final report covering its assigned topics.

After the Panel

ULI will prepare a final report detailing the panel's findings and recommendations presented on the final day of the assignment. The sponsor reviews a draft for correctness of factual information and ULI then produces a final report. There are no substantive changes to the recommendations from the final presentation to the final report; therefore a sponsor can begin implementation immediately!

[Click here to download the Advisory Services Kit \(pdf file\)](#)

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ULI Orange County



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www.orangecounty.uli.org

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800-321-5011
www.uli.org

December 20, 2006

Mr. Chuck Wilson
Director of Community Development
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691

Dear Chuck:

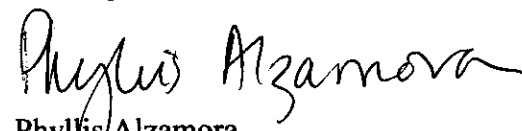
Please find the Technical Advisory Panel (TAP) Agreement for the Mission Viejo Village Center TAP, contingent upon direction from the City Council at the February 5, 2007 Council meeting. We've adjusted the fee for a day-and-three-quarter-long TAP, at \$14,750. This is the original agreement, already signed by William Devine, Chair of the ULI Orange County District Council.

I also enclose a copy of the Confidentiality Agreement and the Potential Conflicts of Interest Guidelines, for your review. If we go forward with the TAP, please return the original Confidentiality Agreement signed by the City. The ULI Orange County will then obtain agreements from each of our panelists.

As always, Chuck, if you have any questions prior to February 5, please feel free to contact me.

Happy Holidays!

Best regards,


Phyllis Alzamora
Executive Director

Enclosures

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Kendra Chandler, District Council Coordinator

EXHIBIT B

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ULI-the Urban Land Institute Orange County District Council Technical Advisory Panel Agreement

This Agreement constitutes a binding contract between the City of Mission Viejo "Sponsor" and ULI-the Urban Land Institute Orange County District Council "District Council." The Sponsor wishes to obtain planning and development advice and recommendations from the District Council regarding the Mission Viejo Village Center Area located in the City of Mission Viejo.

Pursuant to this Agreement, the District Council agrees:

1. To organize a panel of persons composed of members of the Institute, who collectively have varied and broad experience and knowledge applicable to the particular problems to be considered, including the planning, development and redevelopment of land and the ownership, management and financing of real property.
2. To arrange for the panel members to visit the location upon which its recommendations are sought. During that time the panel, directly and through its staff, will study the designated area; consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems involved; and prepare its report, conclusions and recommendations which will be presented to the Sponsor and its invited guests in oral form at the close of the assignment.
3. To provide the Sponsor with a written report of the study, its conclusions and recommendations.

The Sponsor agrees, at its expense:

1. To furnish each panel member with such pertinent background data in the form of reports, plans, charts, etc., as may be presently available or readily developed for the preliminary study of the panel, prior to its inspection on site.
2. To arrange, insofar as possible, to have appropriate persons, including public and private officials, representatives of the relevant organizations, and others, available for the purpose of consulting with and furnishing information to the panel on specific matters relevant to the assignment as may be necessary and advisable.
3. To provide transportation and guides to be used by the panel for any necessary inspection of the study area and its environs.
4. To pay the District Council a sum total of \$14,750, for the services of refining a scope of work, screening and securing the TAP chair and participants, coordinating and managing a TAP over a two-day period, and obtaining a final written document of the advice and recommendations.

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Phyllis Alzamora, Executive Director

Kendra Chandler, District Council Coordinator

**ULIOC Technical Advisory Panel Agreement
Page 2**

It is understood that the fee paid by the Sponsor to the District Council will also be used to cover administrative costs of the panel preparation and to support and encourage the Institute's scientific and educational programs.

The Sponsor may make such use of the report as they may deem desirable. It is further understood that the Institute may make such use of the report prepared of the panel's findings and recommendations as it may deem desirable, and the Sponsor herewith specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its research and educational programs.

ULI shall not be responsible for damages of any kind arising from the performance of services under this agreement, unless such damages arise from gross neglect on the part of ULI. ULI's aggregate liability for damages of any nature shall be limited to the amount of the fee under this agreement.

Sponsor

ULI – the Urban Land Institute Orange County District Council

Print Name

William R. Peonie
Print Name

Title

Chair
Title

Signature

William R. Peonie
Signature

Date

12-19-06
Date

ULI Orange County



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To: TAP Panelists
From: ULI Orange County District Council
Re: Confidentiality Agreement

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Phyllis Alzamora, Executive Director

Kendra Chandler, District Council Coordinator

By your execution of this Confidentiality Agreement you agree that the information and documents contained in the Mission Viejo Village Center Briefing Book and all information discussed during or related to the Mission Viejo Village Center project (the project) is confidential and that you will not directly nor indirectly disclose such documents or information, or any part of their contents, to anyone other than the panel, the City of Mission Viejo (the Sponsor), or the Executive Committee of the ULI Orange County District Council without the express permission of the Sponsor. Upon request, you will return the Mission Viejo Village Center Briefing Book and any other materials received from the Sponsor without retaining any copies thereof.

Please confirm your agreement with the foregoing by signing this Confidentiality Agreement and returning the original to the ULI Orange County at the address below.

Return to: **Phyllis Alzamora, Executive Director**
ULI Orange County
c/o Hobbs Institute, Chapman University
One University Drive
Orange, CA 92866
paizamora@uli.org

AGREED, ACCEPTED AND ACKNOWLEDGED by the undersigned.

Panelist

Signature: _____

Print Name: _____

Date: _____

Sponsor

Signature: _____

Print Name: _____

Date: _____



Orange County District Council

Technical Advisory Panel Members

Potential Conflict of Interest Guidelines

Panelists understand they are being asked to provide objective advice to the sponsor based on their expertise, experience and/or professional background. Therefore, each panelist must determine, in advance of accepting an assignment, whether an actual conflict exists or whether one might be created by the panelist accepting an assignment. Obvious conflicts include panelists currently under contract or being considered for a contract with a competing public agency or private developer/investor on a directly competing development or issue in a competitive location.

Panelists agree not to directly market their services to the sponsor during the completion of the panel assignment. ULI does not intend to preclude sponsors from utilizing the services of ULI members on future work for the sponsor. However, if a sponsor should approach a panelist regarding future work for the sponsor after a panel assignment is completed, ULI requests that the panelist notify the Executive Director of the ULI Orange County District Council to verify that the panelist's potential involvement with the sponsor in no way impacts the integrity of the Technical Advisory Program.

Mission Viejo Village Center Area Urban Land Institute Technical Advisory Panel

Background

The City of Mission Viejo's geographic center is a combination of commercial, office, public facility, and recreation uses generally located in vicinity of the intersection of Marguerite Parkway and La Paz Road. This area includes a civic center with a city hall and public library; several large commercial centers with retail stores, offices, restaurants, and automobile repair shops; Thomas R. Potocki conference center; Norman P. Murray Community and Senior Center; Oso Viejo sports fields; and Oso Creek and existing trail system.

There has been minimal new development or revitalization of existing properties within the Mission Viejo Village Center area, especially the large commercial center southeasterly of the intersection of Marguerite Parkway and La Paz Road. A fragmented ownership pattern, dated architectural design, an abundance of surface parking lots, minimal landscaping, and the lack of a pedestrian environment are obstacles hindering the establishment of a downtown or town center for this area. A key question is what type or types of development opportunity is the missing ingredient to catalyze new development and revitalization. If there is a market for a different type of development, what are the appropriate product types and where should they be located?

The City seeks assistance and advice from the Urban Land Institute to assemble a Technical Advisory Panel of land use planning and development professionals to evaluate the Mission Viejo Village Center area described above, address the questions set forth above, and make general recommendations regarding future development and revitalization opportunities and implementation options. It is anticipated that the Technical Advisory Panel's recommendations will serve as a starting point for further public discussion and potential revisions to the current zoning districts and development standards for this area.

General Goals and Objectives for the Mission Viejo Village Center Area

- To improve and revitalize the commercial, cultural, and civic center of the city.
- To improve vehicular and pedestrian circulation and connectivity within the area.
- To improve the physical appearance of private property through new development, and revitalization of existing businesses and buildings.
- To improve the physical appearance of public and private property through a strong landscape and streetscape program.
- To improve identity of properties and businesses through a comprehensive identification sign program.
- To improve the linkage of Oso Creek and existing trail system to the City's recreation centers, and to better incorporate this linear open space into the built environment.

- To develop additional water quality measures and features to protect Oso Creek.
- To consider revising the zoning district(s) and development standards, if necessary, for this area to facilitate market-driven development opportunity and flexibility.
- To further enhance sales tax revenue and the creation of jobs.
- To recommend implementation strategies to turn the vision into reality.
- To establish planning and design guidelines ensuring implementation is consistent with the vision but flexible enough to respond to changing market conditions.

Market Demand and Potential

1. What is the market demand in the Mission Viejo Village Center area?
2. Who is the target market(s)?
3. What is the market demand for new commercial development?
4. What is the market demand for new mixed-use development?

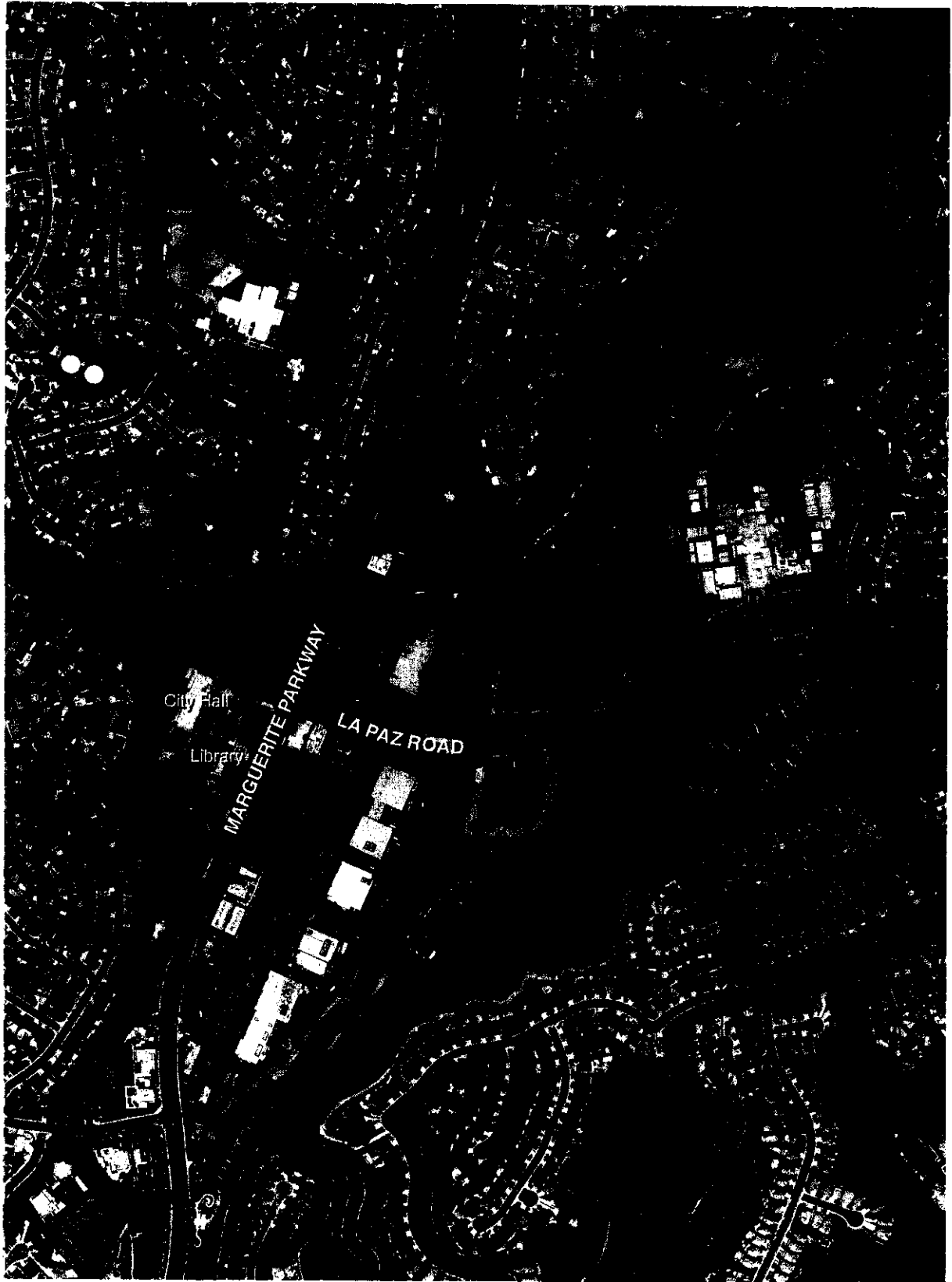
Planning and Design

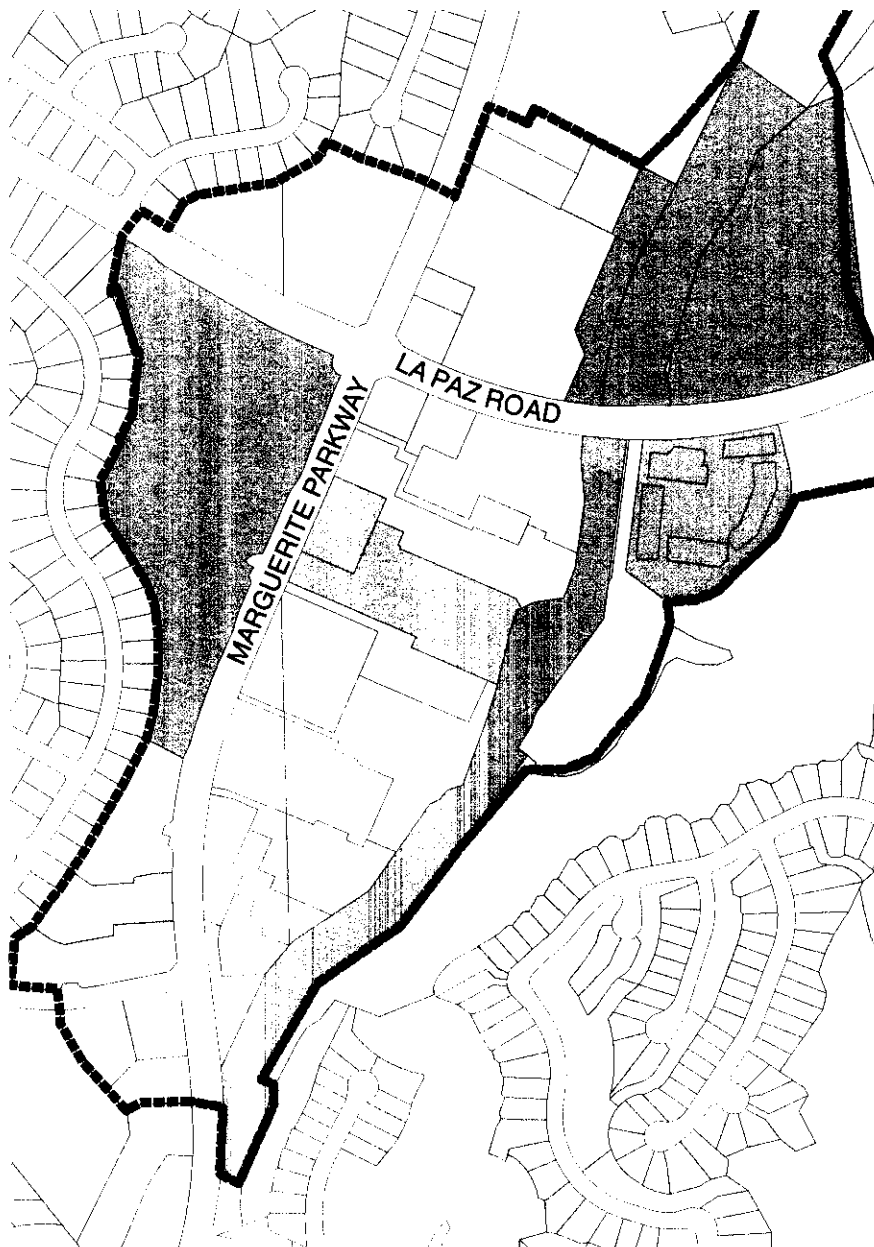
1. Which areas are most appropriate for new commercial development or revitalization?
2. Which areas are most appropriate for mixed-use development? Which areas are least appropriate?
3. What are the most critical traffic and pedestrian challenges in the area?
4. How might the creek and trail system be turned into an asset for the area?
5. What type of new zoning district(s) and related development standards would be necessary to facilitate new development or revitalization?

Implementation Issues


1. What new and creative approaches are being used to encourage private investment and development without the formal use of redevelopment and eminent domain? What are the incentive-based zoning possibilities?
2. How can the City encourage existing businesses / property owners to improve the appearance of their buildings and property? What tools are available?
3. If some form of residential development is permitted in this area, how can the City ensure that a healthy mix of non-residential uses is maintained or attracted to the area?

Study Area






























Legend

 Study Area Boundary

Study Area Parcels

Property Owners:

-  Anne Grell
-  BP West Coast Products LLC
-  Best California Gas LTD
-  California Pizza Kitchen
-  City of Mission Viejo
-  Del Conte Properties LLC
-  Fred R Ewald
-  Gebhard Partners
-  Hwa Dah LLC Wang Tsung-Pin
-  Joseph & Mary Yoder
-  Kronick Robert C&E Trust
-  La Paz & Marguerite LLC
-  La Paz Viejo Co
-  Lueck Family Partnership
-  Mission Viejo Elks Lodge 2444
-  Mission Viejo Garden Plaza
-  OC Generations V
-  Patio in Mission Viejo
-  Russell E Fluter
-  Sav-On Realty Inc
-  Sharon Kammerer
-  Sophia Salapatias
-  Tam Family Partnership
-  Walgreen Co
-  Yun Fai Choy

CB Richard Ellis, Inc.
Brokerage Services

CBRE
CB RICHARD ELLIS

3501 Jamboree Road, Ste. 100
Newport Beach, CA 92660

949 725 8500 Tel
949 725 8545 Fax

www.cbre.com

August 25, 2006

Mr. Chuck Wilson, AICP
Director of Community Development
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691

*Noted 9/5/06 C.F. Wilson
Copy to:
1. City Manager
2. Deputy City Manager*

**RE: RECOMMENDATIONS: TO BEGIN THE PROCESS OF CREATING
MISSION VIEJO'S TOWN CENTER**

Dear Chuck:

Thank you for taking the time to meet with us last week to discuss the revitalization of the existing shopping center property and future development of a town center.

After our initial meeting, we discussed internally as well as with a few consultants what the best approach would be given the political climate and complexity of the property assemblage and new development project.

Potential Strategies

We came up with a number of options. One was to retain a master developer for a period of time through an Exclusive Right to Negotiate (ENA) to assemble all parcels and then begin the development process. A few other ideas included creating a Request for Qualification (RFQ) process to select the qualified investor/developer, forming a development corporation to create a joint venture between the existing owners and developer and the City's personal selection of a master developer.

However, we thought it most wise to first introduce you to a few experts, listen to their perspectives and past experiences and then develop an overarching strategy that will be most well received by the community and most efficient and effective to implement.

Recommendation to First Set Educational/Idea Generating Meetings

We would like to set up three meetings for you to better understand the essential elements of the revitalization process. Not only will these meetings prove educational, but we believe they will also help both the City and CBRE generate ideas to create the best entitlement process, actual design, functionality and future success of the Town Center.

1. Meeting 1: Entitlement/City Consultant

- We recommend meeting with Jerry Ogburn of the Planning Center.
- Visit www.planningcenter.com for further information, if you would like.

EXHIBIT E

- This meeting will serve to better understand what is needed from the City, whether it is a specific entitlement process, development standards or creation of materials to in effect hire an investment/development company to acquire the parcels and begin to new development process.

2. Meeting 2: Architectural Firm

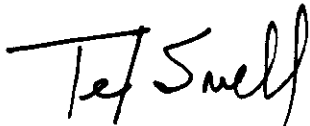
- We recommend meeting with William Hezmalhalch Architects or Perkowitz and Ruth Architects, in no particular order, who are well versed in master planned communities and revitalization projects.
- Visit www.wharchitects.com and www.prarchitects.com for further information, if you would like.
- This meeting or meetings will complement the Planning Center with an emphasis on community planning and design. However, the professionals of WHA or Perkowitz and Ruth will add essential elements of what truly makes a new development desirable by the community and economically successful and sustainable.
- Place making is of utmost importance when visioning for a significant property at the core of any city. They can show you examples of successful retail center designs, walkable shopping experiences, traffic flows, parking concepts and outdoor areas that have proved successful around Southern California.

3. Meeting 3: Retail/Lifestyle Center Developer

- We recommend meeting with Panattoni Development, one of the largest national private development companies focused on mixed-use, retail, office and industrial product types.
- Visit www.panattoni.com for further information, if you would like.
- This meeting will provide insight into not only how a developer views an opportunity such as the Mission Viejo town center revitalization, but also into recent retail development trends, construction timelines, retailers' desires when selecting sites, etc.
- This meeting will also prove beneficial in understanding the developer's perspective as far as what they need from the City, the type of necessary political climate and the City's parameters which will allow them to work most effectively to execute such a project.

We are very excited to be a part of this process, and look forward to the initial step of introducing you to a few integral real estate consultants and professionals who can help turn your vision into a reality.

Best regards,



Ted Snell
Senior Vice President
(949) 725-8555



Allison Schneider
Associate
(949) 725-8474



AGENDA REPORT

Meeting Date

February 5, 2007

Agenda Title

COUNCIL MEMBER REPORTS OF EVENTS AND ACTIVITIES ATTENDED

Recommended Action

Receive reports.

Executive Summary

AB 1234, the new State law regarding expense reimbursements that went into effect January 1, 2006, requires regular reporting in a public meeting of activities and events attended by members of City legislative bodies. The law requires such reports be made at the next regular meeting following attendance at the event. (Government Code Section 53232.3(d).)

Following are brief written reports of events attended by Council members at City expense since the last City Council meeting, as taken from Councilmember calendars. Council members may wish to elaborate or add additional information at the meeting.

Previous Relevant Council Actions for This Item

Attachments

Reports of Events and Activities Attended

Fiscal Impact:

Amount Requested \$

Sufficient Budgeted Funds Available?: Yes ___ No ___ (If no, see attached fiscal analysis)

Prog/Fund # _____ Category: Pers. ___ Optg. ___ Cap. ___ -or- CIP# _____ Fund# _____

Prepared By

Kathy Rios
Sr. Executive Assistant

Reviewed By

Irwin Bornstein
Asst City Mgr/Dir of Admin Services

Reviewed By

William P. Curley, III
City Attorney

Submitted By

Dennis Wilberg
City Manager



AB 1234 REPORT

Name: Gail Reavis 101-101-7739		01/16/07 - 02/05/07		Last Revised: 02/05/07	
Date	Event	Purpose	From/To	From/To	
1/17/2007	Meeting with ULI re: improvement study proposal on shopping center across the street	To support and participate as a city official.	Home/City Hall		City Hall/Home
1/17/2007	Roger Faubel Product presentation	To support and participate as a city official.	Home/Claim Jumper 27845 Santa Margarita, MV		Claim Jumper, 27845 Santa Margarita, MV/Home
1/18/2007	SOCAM Meeting	To support and participate as a city official.	Home/Dove Canyon Country Club, 22682 Golf Club Drive, RSM		Dove Canyon Country Club, 22682 Golf Club Drive, RSM/Home
1/18/2007	OC Rountable Luncheon	To support and participate as a city official.	Home/Tiger Woods Learning Center, 520 N. Gilbert Street, Anaheim		Tiger Woods Learning Center, 520 N. Gilbert Street, Anaheim/Home
1/18/2007	Int. Waste Management Meeting	To support and participate as a board member for the city.	Home/ 320 North Flower Street, 2nd Floor, Multi Purpose Room, Santa Ana		Home/ 320 North Flower Street, 2nd Floor, Multi Purpose Room, Santa Ana
1/18/2007	Vector Control Meeting	To participate as a board member on behalf of the City.	Home/13001 Garden Grove Blvd, Garden Grove		13001 Garden Grove Blvd, Garden Grove/Home
1/18/2007	LOCC General Meeting	To support and participate as a city official.	Home/Westminster Rose Center, 14140 All American Way(formerly Monroe St.) Westminster		Westminster Rose Center, 14140 All American Way(formerly Monroe St.) Westminster/Home
1/20/2007	Ribbon Cutting for Cruise Holidays of MV	To support and participate as a city official.	Home/277060 Santa Margarita Pkwy, MV		277060 Santa Margarita Pkwy, MV/Home
1/20/2007	Grand Opening of Jaguar Land Rover Mission Viejo	To support and participate as a city official.	Home/Jaguar Land Rover 28701 Marguerite Pkwy, MV		Jaguar Land Rover 28701 Marguerite Pkwy, MV/Home

1/23/2007	OC Business Council Annual Dinner	To support and participate as a city official.	Home/Hyatt Regency Irvine, 17900 Jamboree Road, Irvine	Hyatt Regency Irvine, 17900 Jamboree Road, Irvine/Home
1/24/2007	LOCC Executive Steering Committee Meeting	To participate as a board member on behalf of the City.	Home/600 West Santa Ana Blvd., Santa Ana	600 West Santa Ana Blvd., Santa Ana/Home
1/25/2007	Meeting with resident Don Gaggiano	To support and participate as a city official.	Home/City Hall	City Hall/Home
1/25/2007	UCI 2007 Elected Officials Reception	To support and participate as a city official.	Home/4199 Campus Drive, Irvine	4199 Campus Drive, Irvine/Home
1/26/2007	Govt. affairs Chamber meeting	To support and participate as a city official.	Home/Cox Communications, 29947 Avenida de las Banderas RSM	Cox Communications, 29947 Avenida de las Banderas RSM/Home
1/26/2007	Affordable Housing Ad Hoc Committee Meeting	To support and participate as a city official.	Home/City Hall	City Hall/Home
1/29/2007	Agenda Review	To support and participate as a city official.	Home/City Hall	City Hall/Home
1/29/2007	Budget Planning Meeting	To support and participate as a city official.	Home/City Hall	City Hall/Home
1/30/2007	Chamber Mixer	To support and participate as a city official.	Home/36 Auto Center Dr Tustin	36 Auto Center Drive, Tustin/Home
1/31/2007	Cancer Recognition Steve Bell	To support and participate as a city official.	Home/900 Newport Center Drive, Newport Beach	900 Newport Center Drive, Newport Beach/Home
1/31/2007	Boy Scout Tour of City Hall	To support and participate as a city official.	Home/City Hall	City Hall/Home
2/1/2007	Meeting with Simon Properties	To support and participate as a city official.	Home/Oceans 33, 799 The Shops of MV	Oceans 33, 799 The Shops of MV
2/2/2007	Breakfast with Senator Dick Ackerman	To support and participate as a city official.	Home/200 S. C Street, Tustin	200 S. C Street, Tustin/Home
2/3/2007	Lincoln Club elected officials breakfast	To support and participate as a city official.	Home/Balboa Bay Club, 1221 W Coast Hwy, Newport Beach	Balboa Bay Club, 1221 W Coast Hwy, Newport Beach/Home
2/5/2007	Meeting re: Econ Dev Plan	To support and participate as a city official.	Home/City Hall	City Hall/Home
2/5/2007	Council Meeting	To support and participate as a city official.	Home/City Hall	City Hall/Home



AB 1234 REPORT

Name: Trish Kelley 101-101-7736		01/03/07 - 01/15/07		Last Revised: 02/06/07	
Date	Event	Purpose	From/To	From/To	
1/19/2007	Meeting with Stephanie Paul and Tina Finley re: Board and Care Facilities	To support and participate as a city official.	Home/City Hall		City Hall/Home
1/20/2007	Ribbon Cutting for Cruise Holidays of MV	To support and participate as a city official.	Home/277060 Santa Margarita Pkwy, MV		277060 Santa Margarita Pkwy, MV/Home
1/20/2007	Grand Opening of Jaguar Land Rover Mission Viejo	To support and participate as a city official.	Home/Jaguar Land Rover 28701 Marguerite Pkwy, MV		Jaguar Land Rover 28701 Marguerite Pkwy, MV/Home
1/25/2007	OCFA Board Meeting	To support and participate as a board member for the City.	Home/OCFA Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine		OCFA Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine/Home
1/26/2007	Ribbon Cutting for Board and Care Facility for the Elderl	To support and participate as a city official.	Home/23631 Valarta Lane, MV		23631 Valarta Lane, MV/Home
1/29/2007	Budget Planning Meeting	To support and participate as a city official.	Home/City Hall		City Hall/Home
1/30/2007	Meeting with Business Owners and Property Manager of Kaleidescope	To support and participate as a city official.	Home/Kaleidescope Center, MV		Kaleidescope Center, MV/Home
1/31/2007	American Cancer Society Luncheon	To support and participate as a city official.	Marriott, 900 Newport Center Drive, NB		900 Newport Center Drive, NB/Home
2/1/2007	Meeting with Simon Properties	To support and participate as a city official.	Home/Oceans 33, 799 The Shops of Mission Viejo, MV		of Mission Viejo, MV/Home
2/3/2007	Art Exhibit	To support and participate as a city official.	Home/Kaleidescope Center, MV		Kaleidescope Center, MV/Home
2/3/2007	Republican Party of OC Lincoln Club Breakfast	To support and participate as a city official.	MacArthur Blvd, Newport Beach		MacArthur Blvd, Newport Beach/Home

2/5/2007	Meeting re: Econ Dev Plan		To support and participate as a city official.	Home/City Hall	City Hall/Home
2/5/2007	City Council Meeting		To support and participate as a city official.	Home/City Hall	City Hall/Home



AB 1234 REPORT

Name: Lance MacLean 101-101-7738		01/16/07 - 02/05/07		Last Revised: 02/06/07	
Date	Event	Purpose	From/To	From/To	From/To
1/18/2007	Cinco Cities	To support and participate as a board member for the city.	Work/TCA Irvine	Work/TCA Irvine	TCA, Irvine/Work
1/18/2007	LOCC General Meeting	To support and participate as a city official.	Work/Westminster Rose Center, 14140 All American Way, Westminster	Work/Westminster Rose Center, 14140 All American Way, Westminster/Home	Westminster Rose Center, 14140 All American Way, Westminster/Home
1/20/2007	Ribbon Cutting - Cruise Holidays MV	To support and participate as a city official.	Home/27760 Santa Margarita (Portola Plaza) MV	Home/27760 Santa Margarita (Portola Plaza) MV	27760 Santa Margarita (Portola Plaza), MV/Home
1/22/2007	Toll Road Documentary Interview	To support and participate as a board member for the city.	Home/City Hall	Home/City Hall	City Hall/Work
1/23/2007	OC Business Council Annual Dinner	To support and participate as a city official.	Work/Hyatt Regency Irvine, 17900 Jamboree Road, Irvine	Work/Hyatt Regency Irvine, 17900 Jamboree Road, Irvine	Hyatt Regency Irvine, 17900 Jamboree Road, Irvine/Home
1/25/2007	F/ETCA Executive Search Ad Hoc	To support and participate as a board member for the city.	Work/TCA Irvine	Work/TCA Irvine	TCA, Irvine/Work
1/25/2007	UCI 2007 Elected Officials Reception	To support and participate as a city official.	Work/4199 Campus Drive, Irvine	Work/4199 Campus Drive, Irvine	4199 Campus Drive, Irvine/Home
1/26/2007	Affordable Housing Ad Hoc Committee Meeting	To support and participate as a city official.	Work/City Hall	Work/City Hall	City Hall/Work
1/29/2007	Budget Planning Meeting	To support and participate as a city official.	Work/City Hall	Work/City Hall	City Hall/Work
1/31/2007	F/ETCA Legislative Ad Hoc Meeting	To support and participate as a board member for the city.	Work/TCA Irvine	Work/TCA Irvine	TCA, Irvine/Work

1/31/2007	F/ETCA Operations & Finance Committee Meeting	To support and participate as a board member for the city.	Work/TCA Irvine	TCA, Irvine/Work
2/2/2007	Senator Dick Ackerman Breakfast	To support and participate as a city official.	Home/200 South C Street, Tustin	200 South C Street, Tustin/Work
2/5/2007	City Council Meeting	To support and participate as a city official.	Work/City Hall	City Hall/Home



AB 1234 REPORT

Name: Gail Reavis 101-101-7739				
01/16/07 - 02/05/07				
Date	Event	Purpose	From/To	From/To
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1/25/2007	Meeting with resident Don Gaggiano	To support and participate as a city official.	Home/City Hall	City Hall/Home
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1/26/2007	Govt. affairs Chamber meeting	To support and participate as a city official.	Home/Cox Communications, 29947 Avenida de las Banderas RSM	Cox Communications, 29947 Avenida de las Banderas RSM/Home
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1/30/2007	Chamber Mixer	To support and participate as a city official.	Home/36 Auto Center Dr Tustin	36 Auto Center Drive, Tustin/Home
1/31/2007	Cancer Recognition Steve Bell	To support and participate as a city official.	Home/900 Newport Center Drive, Newport Beach	900 Newport Center Drive, Newport Beach/Home
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2/2/2007	Breakfast with Senator Dick Ackerman	To support and participate as a city official.	Home/200 S. C Street, Tustin	200 S. C Street, Tustin/Home
2/2/2007	LOCC new Director Interviews	To participate as a board member on behalf of the City.	Home/600 West Santa Ana Blvd., Santa Ana	600 West Santa Ana Blvd., Santa Ana/Home
2/3/2007	Lincoln Club elected officials breakfast	To support and participate as a city official.	Home/Balboa Bay Club, 1221 W Coast Hwy, Newport Beach	Balboa Bay Club, 1221 W Coast Hwy, Newport Beach/Home
2/5/2007	Meeting re: Econ Dev Plan	To support and participate as a city official.	Home/City Hall	City Hall/Home
2/5/2007	Council Meeting	To support and participate as a city official.	Home/City Hall	City Hall/Home



AB 1234 REPORT

Name: John Paul Ledesma 101-101-7737 01/16/07 - 02/05/07				
Date	Event	Purpose	From/To	From/To
1/18/2007	LOCC General Meeting	To support and participate as a city official.	Work/Westminster Rose Center, 14140 All American Way (formerly Monroe St.), Westminster	Westminster Rose Center, 14140 All American Way (formerly Monroe St.), Westminster/Home
1/20/2007	Grand Opening of Jaguar Land Rover Mission Viejo	To support and participate as a city official.	Home/Jaguar Land Rover 28701 Marguerite Pkwy, MV	Marguerite Pkwy, MV/Home
1/25/2007	UCI 2007 Elected Officials Reception	To support and participate as a city official.	Work/UCI 4199 Campus Drive, Irvine	UCI 4199 Campus Drive, Irvine/Home
1/29/2007	Budget Planning Meeting	To support and participate as a city official.	Home/City Hall	City Hall/Home
1/30/2007	SJHTCA Operations & Finance Committee Meeting	as a board member for the City.	Home/TCA, 125 Pacifica, Irvine	TCA, 125 Pacifica, Irvine/Work
2/2/2007	Breakfast with Senator Dick Ackerman	To support and participate as a city official.	Home/200 South C Street, Tustin	200 South C Street, Tustin/Work
2/5/2007	City Council Meeting	To support and participate as a city official.	Work/City Hall	Home/City Hall



AB 1234 REPORT

Name: Trish Kelley 101-101-7736				
01/03/07 - 01/15/07				
Date	Event	Purpose	From/To	From/To
1/19/2007	Meeting with Stephanie Paul and Tina Finley re: Board and Care Facilities	To support and participate as a city official.	Home/City Hall	City Hall/Home
1/20/2007	Ribbon Cutting for Cruise Holidays of MV	To support and participate as a city official.	Home/277060 Santa Margarita Pkwy, MV	277060 Santa Margarita Pkwy, MV/Home
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1/25/2007	OCFA Board Meeting	To support and participate as a board member for the City.	Home/OCFA Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine	OCFA Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine/Home
1/26/2007	Ribbon Cutting for Board and Care Facility for the Elderl	To support and participate as a city official.	Home/23631 Valarta Lane, MV	23631 Valarta Lane, MV/Home
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1/30/2007	Meeting with Business Owners and Property Manager of Kaleidescope	To support and participate as a city official.	Home/Kaleidescope Center, MV	Kaleidescope Center, MV/Home
1/31/2007	American Cancer Society Luncheon	To support and participate as a city official.	Marriott, 900 Newport Center Drive, NB	900 Newport Center Drive, NB/Home
2/1/2007	Meeting with Simon Properties	To support and participate as a city official.	Home/Oceans 33, 799 The Shops of Mission Viejo, MV	of Mission Viejo, MV/Home
2/3/2007	Art Exhibit	To support and participate as a city official.	Home/Kaleidescope Center, MV	Kaleidescope Center, MV/Home
2/3/2007	Meeting with Ray Silver, Karen Wylie and Dennis Wilberg re: Econ Dev Plan	To support and participate as a city official.	Home/City Hall	City Hall/Home

2/5/2007	City Council Meeting	To support and participate as a city official.	Home/City Hall	City Hall/Home
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AB 1234 REPORT

Name: Lance MacLean 101-101-7738				
Date	Event	Purpose	From/To	From/To
1/18/2007	Cinco Cities	To support and participate as a board member for the city.	Work/TCA Irvine	TCA, Irvine/Work
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1/25/2007	UCI 2007 Elected Officials Reception	To support and participate as a city official.	Work/4199 Campus Drive, Irvine	4199 Campus Drive, Irvine/Home
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1/29/2007	Budget Planning Meeting	To support and participate as a city official.	Work/City Hall	City Hall/Work
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1/31/2007	F/ETCA Operations & Finance Committee Meeting	To support and participate as a board member for the city.	Work/TCA Irvine	TCA, Irvine/Work

2/2/2007	Senator Dick Ackerman Breakfast	To support and participate as a city official.	Home/200 South C Street, Tustin	200 South C Street, Tustin/Work
2/5/2007	City Council Meeting	To support and participate as a city official.	Work/City Hall	City Hall/Home



AB 1234 REPORT

Name: Frank Ury 101-101-7740 01/16/07 - 02/05/07					
Date	Event	Purpose	From/To	From/To	From/To
1/23/2007	OC Business Council Swearing in Reception	To support and participate as a city official.	Home/Hyatt Regency Irvine, 17900 Jamboree Road, Irvine	Hyatt Regency Irvine, 17900 Jamboree Road, Irvine/Home	
1/25/2007	UCI 2007 Elected Officials Reception	To support and participate as a city official.	Home/UCI 4199 Campus Drive, Irvine	UCI 4199 Campus Drive, Irvine/Home	
1/29/2007	Budget Planning Meetnig	To support and participate as a city official.	Home/City Hall	City Hall/Home	
2/5/2007	City Council Meeting	To support and participate as a city official.	Home/City Hall	City Hall/Home	



City of Mission Viejo

Agenda Report to City Council

Council Meeting Date:	February 5, 2007
City Council Member:	Trish Kelley
Agenda Title:	Response to CUSD Plan for Blanket Environmental Impact Report for District-Wide School Facilities
Recommended Actions:	Send a letter to CUSD asking for rescission of the prior Board of Trustees approval authorizing the preparation of an Environmental Impact Report covering every CUSD school

Discussion:

On December 12, 2005, CUSD Board of Trustees approved a preparation of an EIR which would cover every school in the District for the purpose of “maximization of portable classrooms on all sites in the district.” A copy of the CUSD Staff Report for this agenda item is attached.

Trustee Larry Christensen recently placed this item back on the CUSD agenda, and it will be considered at the CUSD Board Meeting of February 12, 2007. The Board will be asked to vote on whether this blanket EIR should be dropped.

The City of Mission Viejo should be concerned about the concept of a blanket EIR covering the entire school district. This EIR would allow CUSD to maximize the use of portable classrooms on all sites. Newhart Middle School is one example of a Mission Viejo school that has been impacted by the use of portables on the campus, as well as an increase in student population. The majority of the classrooms on the Newhart campus are portables. The increase in student population has had a detrimental impact on the neighborhoods adjoining the school where many students are dropped off and picked up.

A blanket EIR would provide for Title 14 Exemptions for CUSD under CEQA. This would allow the school district to increase the original student capacity of a school by 25% or to add ten additional classrooms to a school—without the need for any environmental analysis. Item K in the attached proposal to CUSD from the consultant, Culbertson, Adams, & Associates states in part: “by creating the expectation that certain sites will change over time, and by providing the broad based environmental documentation which anticipates those changes, the District can enjoy a considerable savings as it actually implements these design plans. For example, each year the District pays for consulting services for portable classroom additions. If the District were to identify the maximization of portable classrooms on all sites in the District and publish and certify an environmental document documenting the effects of these additions, when

those additions were actually implemented, minimal environmental documentation, if any, would be necessary...” For Mission Viejo, the environmental consequences of increasing student capacity of a school could be significant, but the City could not stop such future expansions if the blanket EIR is approved by CUSD.

I suggest that the City Council send a letter to the CUSD Board of Trustees urging them to rescind the approval of the preparation of an EIR that would cover every school in the District.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 12, 2005

TO: James A. Fleming, Superintendent

FROM: David A. Doomey, Deputy Superintendent, Business Services

SUBJECT: **PREPARATION OF A FIVE-YEAR MASTER PLAN AND ENVIRONMENTAL
DOCUMENTATION FOR DISTRICT-WIDE SCHOOL FACILITIES**

BACKGROUND INFORMATION

Since 1991, Capistrano Unified School District has been very aggressive in the planning and construction of 30 new schools to accommodate the tremendous growth within the District. Additionally, most of the District's older campuses and portable classrooms have undergone a significant amount of rehabilitation, as authorized under the State's School Facility Program. Many of these facilities have been planned and constructed independent from other District projects with their own individual processing requirements and timelines, including separate Board of Trustee approvals, outside agency approvals, and individual environmental assessments. Although, the individual project approach has functioned well over the last 15 years, District personnel believe that a new master plan/environmental document addressing new school facilities for multiple sites will streamline the planning process.

Culbertson, Adams & Associates, Inc. has prepared a proposal for the preparation of a comprehensive 5-Year Master Plan and Environmental Impact Report (EIR), to address long range planning and the California Environmental Quality Act. It is anticipated that significant advantages will be gained from a comprehensive long-range master plan and EIR, including time and cost savings resulting from documents that addresses known future development, anticipated student enrollments, and future school facility needs within one plan.

CURRENT CONSIDERATIONS

This agenda item recommends the appointment of Culbertson Adams, & Associates, Inc. as the project consultant to complete a 5-Year Master Plan and Environmental Impact Report for District-wide school facilities. Exhibit A is a copy of the proposal from Culbertson, Adams & Associates, Inc. for the preparation of the documents.

FINANCIAL IMPLICATIONS

This agenda item does not impact the District's General Fund. The 5-Year Master Plan and Environmental Impact Report will be fully funded by the District's Capital Facility Account.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees authorize District staff to initiate the preparation of a 5-Year Master Plan and Environmental Impact Report, and appoint Culbertson, Adams & Associate, Inc. as the project consultant to complete the documents.

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CULBERTSON, ADAMS & ASSOCIATES
PLANNING CONSULTANTS

August 18, 2005

Mr. David A. Doomey
Deputy Superintendent, Business Services
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, California 92675

RE: Revised Preliminary Proposal for Preparation of a 5-Year Master Plan with Annual Update
Procedure and Associated Environmental Documentation for Capistrano Unified School District

Dear Mr. Doomey:

Culbertson, Adams & Associates, Inc. (CAA) is honored to be invited to present this proposal for a comprehensive Master Plan and associated environmental documentation for the Capistrano Unified School District. We have carefully reviewed the California Education Code requirements and the past facilities and master plans of the District. We believe that significant advantages will accrue to the District by preparation of a comprehensive long-range Master Plan, together with an Environmental Impact Report to address the California Environmental Quality Act (CEQA). This approach, while a substantial effort, can result in significant savings to the District by addressing the longer term student population and housing issues in one plan. This would allow the District to avoid the protracted and often controversial facility-by-facility debate that typifies the siting/ expansion and environmental documentation for individual sites.

The potential cost savings resulting from a District-wide Master Plan can be placed in context when historical data is reviewed for individual projects that the District has advanced in order to respond to the changing needs of surrounding individual sites. Contrasting a site-by-site approach which is essentially reactive in nature, a Master Plan provides for proactive analysis and involvement of community members early in the process. As an example, in many neighborhoods and communities, the factors dictating the response required of the District to deliver quality education is very poorly understood. Recent examples include Arroyo Vista K-8 Conversion, San Juan Hills High School and Aliso Niguel High School. A Master Plan approach can be a vehicle to not only provide early assessment and identification of needs, but also as a tool to engage the general public.

CAA is uniquely qualified to complete this important project for the District based not only on our professional qualifications, but also on CAA's long-standing relationship and history with the District, including CAA's current level of involvement in the District's daily planning and facilities needs. CAA has served as the District's environmental consultant for approximately 20 years, and over that time period CAA has amassed a detailed understanding of the District's operations, needs, and the challenges the District faces in the areas of school siting, expansion and modernization.

Furthermore, CAA was involved in the planning and environmental documentation preparation for the majority of the schools within the District (specifically those built in the past 20 years), and has remained current regarding portable classroom placement, school expansion and modernization



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processes. Additionally, CAA functions as an extension of the District's staff to provide important information on a day-to-day basis. CAA has a clear understanding of the District's history and goals for the future, and will apply that understanding to provide a tailored, unique and focused product. A comprehensive, District-wide Master Plan, as proposed herein, will capture the needs of the District as a whole, will address site specific needs for each school within the District, and will provide for a significant reduction in future site-by-site analysis.

I. Outline of Work Program

CAA's work program will facilitate the development, in coordination with CUSD staff, of a comprehensive, long-range plan for the District pursuant to California *Education Code* §16322, §52034 and associated sections. In order to accomplish this task in the most cost-effective manner, CAA will rely on existing materials and studies available for each school site, to be provided by the District. CAA will not conduct a separate, comprehensive review of each individual school site as previously proposed to the District on April 14, 2005. CAA will rely on data and existing information to be provided by the District in place of conducting individual site visits.

a. Existing Facilities

The first area of work CAA will focus on is an identification of each of the existing school sites in the District and CAA will identify a five year plan for each site in terms of maximum school capacity, educational mission (e.g., K-5, K-8, class size reduction) and adequacy of the physical facilities. A potential benefit of this approach is to streamline the environmental documentation requirements for portable classroom placement or relocation. As noted above and proposed as a cost saving measure, CAA will rely exclusively on materials and data provided by the District. While it may be appropriate to conduct site visits at certain school sites, CAA will not visit each, individual school site or independently gather data. CAA will request all pertinent information from the District.

1. Portable Classrooms

CAA will evaluate the student capacity of each school site in the District regarding portable classrooms, both single-story and two-story as appropriate. This task will be developed in conjunction with the District's architect, geotechnical consultant and District staff. CAA would identify the opportunities for maximization of portable classrooms on each of the District's school sites.

2. Modernization

CAA is aware of the District's modernization efforts. CAA would seek to prepare a modernization program for the District that is responsive to facility projections and identify the steps that would be necessary from a planning standpoint so that a consistent approach would be used in each case. In addition to modernization, CAA is sensitive to the fact that each independent school site presents unique, individual needs. To provide additional focus, CAA would review site plans, and other available materials, provided by the District in order to identify and include modernization efforts in the master plan



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document. CAA will incorporate the results of the needs assessment into a draft modernization program which will help the District to prioritize key modernization projects.

b. New Development

The Master Plan will also focus on facility requirements driven by the newly developing areas of the District. CAA will develop, for the District's consideration, criteria for negotiations regarding new development leading to a potential Board of Trustees policy on those requirements.

c. Redevelopment Policies

A focus of development pressure on the District is the participation in redevelopment project areas that have been identified in some cities located within the District. Many of these cities have affirmative requirements advanced by their redevelopment agencies for affordable housing units, which often produce a higher than average student yield. CAA will draft policies regarding these redevelopment areas for consideration by the District.

e. Attendance Areas and Adjustment Policy

CAA believes that it would be appropriate to memorialize the attendance area and adjustment policy in the comprehensive plan. CAA would endeavor to establish a threshold for District consideration where a minor adjustment in the attendance areas does not require environmental documentation or hearing. This would give the District more opportunity to be flexible with respect to attendance areas and respond to educational needs.

f. Accessory Education – Continuing Education, ROP, HeadStart

CAA recognizes that the District conducts many important programs outside of mainstream educational requirements. CAA would endeavor to identify the long-range objectives of these programs from a facilities standpoint and identify their locations.

g. Non-Educational Facilities

CAA would identify the non-educational facilities related to the District, such as the District administrative offices and, to a certain extent, the bus yard aspects. CAA would identify the proposed and long-term needs in this area, and would focus on any retirement of sites.

h. School Closure Policy

As the District's needs change, school closure and consolidation may be necessary. CAA would propose to develop this policy for the District's consideration.

i. Intergovernmental Liaison

CAA believes that a strong intergovernmental liaison policy is appropriate for establishment in the Master Plan. CAA recognizes that the District is faced with many challenges, and a strong



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intergovernmental liaison will best help advance the District's needs. CAA would work closely with the District and with local governmental agencies to ensure that there is an expectation of *mutual* cooperation and identify opportunities for further cooperation. This work effort would include meetings with all local Cities within the Capistrano Unified School District, and the County of Orange. The goal of this work effort will be to build a consensus and work cooperatively with local cities and the County to avoid controversy and enable the District to process the Master Plan in a timely and efficient manner.

As demonstrated by a series of recent issues, CAA believes that the Intergovernmental Liaison work effort is of primary importance to the District's ability to implement projects with the cooperation and support of local governments. In order to maintain a high level of understanding and support throughout the processing of this project, this work effort will be on-going.

j. Annual Updates

The Master Plan will be prepared in a format which will enable to the District to complete annual reviews and updates of the Master Plan in a simple, and time efficient manner. CAA estimates the life of the Master Plan document to be five years, with four annual updates.

k. California Environmental Quality Act Compliance

Since the extent of change needed to compose a long range Master Plan will require more detailed work with the District, it is difficult to prepare a scope and budget for the appropriate environmental documentation. However, the objective of CAA would be to prepare a Mitigated Negative Declaration or Environmental Impact Report, if necessary, that would serve as a definitive foundation for limited environmental determinations in the future. Stated another way, by creating the expectation that certain sites will change over time, and by providing the broad based environmental documentation which anticipates those changes, the District can enjoy a considerable savings as it actually implements these design plans. For example, each year the District pays for consulting services for portable classroom additions. If the District were to identify the maximization of portable classrooms on all sites in the District and publish and certify an environmental document documenting the effects of these additions, when those additions were actually implemented, minimal environmental documentation, if any, would be necessary – resulting in a significant cost savings to the District.

Another example of the opportunity for streamlining the environmental process for the District (with resultant cost savings) is the transition of schools from K-5 to K-8, or the replacement of single-story portables with two-story portables. An Environmental Impact Report can identify the impacts, propose mitigation measures and project alternatives, and be certified and serve as a "previous environmental document," greatly streamlining the later environmental process. This type of comprehensive approach is considerably easier and much less expensive to accomplish than individual determinations over the coming years. For the purposes of this preliminary cost proposal, it was assumed that an Environmental Impact Report would be necessary. If we are able to determine that a Mitigated Negative Declaration would be sufficient for compliance with the California Environmental Quality Act, the cost associated with the Environmental Documentation would be decreased.



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II. Schedule

CAA would propose to complete the first draft of the Master Plan for District review within 120 days of initiation, provided the necessary background information and educational components are provided by the District¹. The Environmental Impact Report would require approximately 120 days' preparation and would follow or initiate in the last stage of the 120-day Master Plan preparation. The entire review process is within the District's discretion; however, CAA would perceive a time frame of approximately 9 to 12 months to complete the entire process.

III. Preliminary Budget

Without knowing the full extent of the District's objectives – which would come out of the initial reconnaissance meetings – these figures can only be considered preliminary projections. However, to prepare a Master Plan draft and process it through the Board of Trustees for an 8- to 10-month period would cost approximately \$50,000. To prepare and process an appropriately detailed Environmental Impact Report would require a preliminary budget of \$89,500. Word processing and reproduction costs would be approximately \$13,000.

If, through the EIR process it is determined that technical sub-consultant studies are necessary, CAA will submit proposals for the District's review and approval. Another available option is for the District to contract for any necessary technical studies directly with the appropriate consultants. Because it has not been determined whether technical studies are warranted, this preliminary budget does not include estimates for technical sub-consultant studies. A summary budget table for both efforts is as follows:

Master Plan:	Estimated Fee
- Kick-Off Meeting – Set Project Parameters	\$1,000
- On-Going Strategic Coordination	\$15,000
- Assess Current Site Inventory	\$6,500
- Assess Modernization Needs	\$6,500
- Assess Attendance Areas and Adjustment Needs	\$3,000
- Intergovernmental Liaison	\$18,000
- Preparation of Master Plan Document	\$14,000
Subtotal:	\$64,000
Environmental Impact Report:	
- On-Going Strategic Coordination	\$10,000
- Initial Study/NOP	\$5,500
- Scoping Meeting(s)	\$2,700
- Screencheck EIR	\$42,000

¹ The *Education Code* provides for several educationally focused elements to be present in the Master Plan. CAA is familiar with these components but does not possess the District expertise to generate the data. Moreover, the District already has this data and does not need to pay a consultant to generate it again. CAA regards its role in this case as a facilitator to include the data in the document in the appropriate location and ensure that the proper relationship between that data and the facilities data is met in the document.



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- Draft EIR	\$7,600
- Response to Comments	\$13,500
- Mitigation Monitoring	\$1,500
- Findings/Statement of Overriding Considerations	\$1,800
- Public Meeting/Hearings (2)	\$2,900
- Final EIR/NOD	\$2,000
Subtotal:	\$89,500
Production:	
- Reproduction	\$1,000
- Word Processing	\$8,000
- Postage/Delivery	\$1,000
Subtotal:	\$10,000
5% Contingency	\$8,175
TOTAL	\$171,675

As it has been the previous procedure of the District to include reimbursable expenses (i.e., reproduction, word processing, postage/delivery, etc.) as part of the contract, it is understood that such costs are an estimate only, and that only that actual costs incurred will be billed to the District. While the preliminary budget estimates for the Master Plan and the EIR include such reimbursable expenses, the actual cost may be lower or higher than the estimate, depending on a number of factors including: 1) how many iterations of the documents are necessary to review and revise, b) how many actual copies of the various iterations of the documents are required or necessary, as well as the format that the graphics may ultimately take (i.e., black/white or color, 8½×11 or 11×17, etc.). Nonetheless, CAA is constantly striving to keep such costs to a minimum, including informing the client as to potential costs savings when discussing formats and quantities, as well as securing discounts from applicable vendors whenever and wherever possible. In order to save on printing costs, CAA has assumed that the major print jobs, including printing of the Master Plan, and the Draft EIR will be completed by the District. CAA will provide "print" copies of the documents to the District for mass production.

It is emphasized that these figures are gross estimates, and economies may be realized in greater detail after discussion with the District and the resultant opportunity to "fine tune" actual dollar estimates. However, it can be said that these figures are small in comparison with the investment the District has made in consulting services over the years for controversies that arise on a site-by-site basis.

IV. Limitations

The proposal is based on the time parameters and estimated fees set forth herein, and the narrative outlining the scope of work. Changes in the schedule or scope of work assumptions may result in costs beyond those currently anticipated. Major changes include, but are not limited to:

1. Changes in the project by the District, the state, or other approving body which cause revisions of printed documentation or plans beyond those covered by the scope of work.
2. Changes in the schedule by the District, the state, or other approving body, beyond the parameters set forth in this proposal.

Colleagues,

Here is some additional background information pertaining to Item 26, as well as a draft letter for our consideration.

Trish

February 2, 2007

Honorable School Board
Capistrano Unified School District

Re: Request that you terminate further proceedings on your proposed "Blanket"
Environmental Impact Report on your proposed Five Year Master Plan program

Dear Chairman and Members of the Board:

We, the City Council of the City of Mission Viejo, write on behalf of the residents, parents and taxpayers of the City of Mission Viejo in regards to your ongoing consideration of the "blanket" Environmental Impact Report ("EIR") on your Five Year Master Plan program. While we appreciate the comprehensive planning nature of such a program, we do not believe that reliance on a single environmental assessment document suits the unique circumstances existing within your extensive and diverse jurisdictional boundaries. We believe such an effort to be subject to legal and practical infirmities and trust you will reconsider and terminate this suspect undertaking at your February 12, 2007 meeting.

We have reviewed and support the concerns expressed by the Rancho Santa Margarita City Council regarding this same issue. We hope you will carefully consider the fact that at least two cities have believed it necessary to petition you as regards the contemplated environmental analysis you are considering. We do support your undertaking a long range planning process to assess your needs on an integrated basis. However, due to the complexities in your district, the implementation, and environmental review should occur on a school-by-school basis. Each of these schools and cities differing circumstances requires, for prudent, transparent and credible governance and decision making, a site specific Environmental Impact Report that carefully assesses, with current and reliable information, the long range plans anticipated for each school site. Thereafter, with the benefit of the input of the various local stakeholders (the neighborhood, the City, and those attending the school) a reliable and mutually respected plan for the improvement and operation of each facility can be developed.

What is now being considered appears to calculatedly ignore the historic and current circumstances present at each site. This reality is reflected in your consultants many disclosures, including the indication that they would be able to save the District time and money by relying upon preexisting data. While preexisting information can contribute to establishing a baseline, a competent analysis should extend far beyond untested and perhaps suspect "off the shelf" data. Further, the need for careful scoping and thorough project descriptions makes a "one-size fits

all” environmental impacts document an unreasonable, and perhaps impossible task. At best your master plan should serve as a topical basis for a Master Environmental Assessment on a District-wide basis. Thereafter the District can prepare individual site specific EIRs using a reliable baseline. Further, to the extent such do not exist within the District’s regulatory instruments, the City of Mission Viejo requests that the District utilize the City of Mission Viejo’s criteria for the evaluation of projects and for the preparation of environmental analysis (reference California Public Resources Code Section 21082). Also, to the extent they are not yet adopted by the District, or may differ from the City’s criteria, we ask that you first develop and adopt, with public input, the thresholds of significance that the Districts will use to determine the significance and impact of its various actions. This should extend to impacts on housing (including affordable housing), transportation and the various municipal services that may be impacted by the District’s school facility and/or student population manipulation.

Finally, we ask that you adopt a policy wherein the District defers the use of the various statutory or categorical exemptions that may be available in the State CEQA Guidelines, unless and until the respective neighborhood and City that could be impacted are given prior notice and as opportunity to address the issue(s).

We recognize that a wide ranging set of requests is presented in this letter but hope that this recognition will demonstrate to the Board just how serious the issues are to this and other cities and further, how sincere this City Council is as to ensuring that this City’s residents are protected and benefited to the full extent of law and good governance practices.

We look forward to your terminating further consideration of your Five Year Master Plan EIR and instead working towards individual EIRs for each school site. As always, the Mayor and City Council stand ready to discuss these issues at your earliest convenience.

Respectfully submitted,

Mayor Gail Reavis

Mayor Pro Tem John Paul Ledesma

Councilmember Trish Kelley

Councilmember Lance MacLean

Councilmember Frank Ury

Newhart Middle School Enrollment		
School Year Ending June	ENROLLMENT	
	Elementary Grades K-6	Middle School Grades 7-8
1981	634	0
1982	607	0
1983	601	0
1984	607	319
1985	617	645
1986	669	647
1987	668	623
1988	688	646
1989	703	692
1990	690	876
1991	640	1072
1992	689	1171
1993	432	1172
1994	461	1201
1995	489	1240
1996	488	1392
1997	507	1541
1998	25	1586
1999	0	1611
2000	0	1680
2001	0	1647
2002	0	1808
2003	0	1798
2004	0	1622
2005	0	1681

K-6

K-8

Middle School
6th 7th
8th

~~Current~~ 06
Current

1849
1792

**Report by
Newhart PTA
Campus
Modernization
Oversight
Committee
May 11, 2006**

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1. Newhart PTA Campus Modernization Oversight Committee

The Newhart PTA is committed to ensuring that Newhart students have access to a safe, healthy and secure educational environment. To that end, the Newhart PTA Campus Modernization Oversight Committee was established in April 2006 to expedite and prioritize the improvement of facilities at Newhart and to ensure that the campus is brought up to an acceptable standard with the goal of making Newhart Middle School a school with premier facilities.

2. History of Newhart Campus

Newhart was opened in 1980 as a K-6 Elementary School. In 1984 it was converted to a K-8 School. In 1999 Newhart was converted to a 6-8 Middle School.

3. Student Enrollments

Newhart Middle School is the largest middle school in the Capistrano Unified School District; see Schedule B. As of April 2006, student enrollment at Newhart totaled 1853* as follows:

Grade	Girls	Boys
6th	313	336
7th	273	293
8th	267	340
Total	853	969

*This number includes special day students; these numbers are not included in the table. CUSD projects the enrollment at Newhart to be 1684 students during the 2009/2010 school year.

4. Campus Facilities

The Newhart campus is divided in two: 6th grade students are primarily located on the east side of campus; 7th and 8th grade students are primarily located on the west side of campus. At lunch approximately half of the 7th grade students eat with the 6th grade students; making a total of approximately 900 students having lunch on the 6th grade side of campus.

The 6th grade side is comprised of the "B" building, a permanent building, which has 12 classrooms, and 14 portable classrooms.

The 7th and 8th grade side is comprised of a two story portable building with 16 classrooms, and 25 additional portable classrooms.

There are 53 portable classrooms on the Newhart campus, of which 16 are in the new two story building. There are 39 older style portable classrooms, two are 30 years old, three are 27 years old, 25 are older than 20 years and the rest of are between 15 and 20 years old, with the exception of P8.

The school has a library, which contains 2 classrooms. There is a Multipurpose Room that has a capacity of 390, and 2 additional classrooms. There are 3 industrial arts classrooms. There is a food service facility with 8 service windows located on the 7/8th grade side. These are all located in the central block of the school together with administration. For a map of the campus see Schedule C.

5. General Observations

Newhart has an excessively large student population, currently 1853, that is not supported by adequate facilities. The size of the student population has an impact on every aspect the educational experience for students, parents, and staff, including, but not limited to:

- a) Over reliance on aged portables to provide sufficient classrooms for students.
- b) Inadequate number of bathrooms.
- c) Inadequate food service facilities for a middle school with a student population of 1853.
- d) The absence of a venue large enough:
 - For students to use on rainy days;
 - For grade level assemblies with all students from that grade level in attendance;
 - For school assemblies with all students in attendance;
 - To avoid multiple band and orchestra performances; and
 - To avoid multiple parent presentations.
- e) A large number of students gather before and after school on and around campus, raising concerns about supervision and safety.
- f) Congestion and delays in the parking lot and surrounding streets, namely La Paz and Veterans Way, at drop off and pick up times.

The need to have multiple performances and parent presentations puts a strain on existing resources, including teacher and administrative time needed to organize and give multiple presentations and attend multiple student performances. Extra work is also required by

custodians for these multiple events, thus reducing the time available for regular school maintenance and cleaning.

The Committee is of the view that the failure to properly and adequately maintain facilities and the campus in general has negatively impacted on the ability to develop students' school community spirit.

6. Future Approved Improvements

The School District at its meeting on April 24, 2006 approved plans to eliminate 16 older portables on the 7th and 8th grade side and replace them with new two-story classrooms that will include bathroom facilities; see Schedule D. The Board was informed that this construction will commence over summer vacation 2007 with a scheduled completion of December 2007. No further replacement of portable classrooms is scheduled at this time.

7. Bathrooms

On the 6th grade side of campus there are 2 bathrooms for the boys and 2 bathrooms for the girls. During lunch, these bathrooms are shared by approximately 900 students, as half of the 7th grade students eat lunch on the 6th grade side of campus. On the 7th/ 8th grade side there are 3 bathrooms each for boys and girls.

Students have two opportunities to use restrooms, outside of class times. They have 9 minutes during their "extended break" and 35 minutes during lunch.

Total bathroom facilities for students at the school are as follows:

	6th grade side	7th / 8th grade side
Boys	4 urinals	11 urinals
	3 toilets	7 toilets
	4 sinks	10 sinks
	2 soap dispensers	3 soap dispensers
	2 hand dryers	4 hand dryers
Girls	5 toilets	16 toilets
	4 sinks	11 sinks
	2 soap dispensers	3 soap dispensers
	2 hand dryers	4 hand dryers

The California Department of Education sets minimum requirements for toilets in public schools; see Schedule E. These requirements for secondary schools are 1 urinal per 35 boys and 1 toilet for 40 boys. For girls, the requirements are 1 bathroom per 30 girls. Based on these minimum requirements Newhart has insufficient numbers of toilets for both boys and girls.

In fact, on the 6th grade side of campus the facilities are sufficient for only 120 boys and 150 girls. At lunch times, approximately 450 students of each gender use these facilities. On the 7th and 8th grade side of campus the facilities are sufficient for 280 boys based on the number of urinals, and 385 boys based on the number of toilets, and 480 girls. During the 9 minute "extended break", 633 boys and 540 girls use these facilities.

The above figures do not include staff toilet facilities; they are subject to separate requirements by the California Department of Education. There is a bathroom located at the rear of the 6th grade portables, however, this is for special day students and not for use by general students and therefore is not included in the above figures.

8. Findings and Recommendations

Findings	Recommendations
1. Use of Aged Portables	
<p>1.1 There has been an over reliance on aged portables as permanent classrooms. There are 39 old portables, two are 30 years old, three are 27 years old, 25 are more than 20 years old and the rest are 15-20 years old, with the exception of P8.</p>	<p>1.1 All portables should be replaced by permanent structures to reflect the number of students based on CUSD projections. As noted above, CUSD expects student enrollment to be 1684 during the 2009/2010 school year. Additional permanent classrooms need to be built to replace existing aged portables in addition to the new two story classroom block approved by the School Board.</p>
<p>1.2 There is no design/architectural plan for the campus as a whole.</p>	<p>1.2 An architectural concept plan should be developed for the entire campus.</p>
2. Condition of Portables	
<p>2.1 Many of the portables display evidence of neglect. There is obvious, and some cases significant, evidence of water damage, mold, and wood rot. Water damage is clearly visible on the exterior of many portables, as evidenced by holes in external walls, exposed foundations and rust. Evidence of water damage in the interior of many portable classrooms is evidenced by water marked ceilings and walls, water stained carpeting and rust to lighting fixtures; see Schedule A, Photographs.</p>	<p>2.1.1 The District should retain an expert to inspect ALL portables for mold, structural soundness, health risks, air quality such as exposure to mold and formaldehyde vapors.</p> <p>2.1.2 The district should conduct a thorough inspection of the campus and identify all areas that need attention. Time frames for repairs must be set and adhered to. Necessary repairs must be undertaken urgently.</p> <p>2.1.3 The administration must establish and</p>

<p>2.2 The portables on 6th grade side of campus, P1 - P6 are in a serious state of disrepair. These portables are 27-30 years old. There is evidence of significant water damage to the interiors, including stained ceiling panels, unstable flooring, and mold, lifting panels, bubbling and peeling paint. There are gaps between adjoining walls and insulation is visible.</p> <p>2.3 The Committee has been informed that portables P1 - P6 are to be worked on during the summer break 2006. Over spring break 2006, repairs were made to the outside of portables P1 - P6. Since spring break some internal repairs were undertaken, including, painting and caulking.</p> <p>2.4 The Committee is most concerned about the adequacy of these repairs and has serious concerns that repairs are being undertaken to portables that may not be structurally sound.</p> <p>2.5 All portables are in desperate need of painting. The administration has indicated that this will happen over the summer vacation 2006.</p> <p>2.6 HVAC systems do not appear to be receiving adequate maintenance.</p>	<p>maintain a record of all work orders placed with the School District, to be available for inspection on request by the PTA or any interested parent.</p> <p>2.2 Portables P1 - P6 are not fit to be used as classrooms and need to be urgently replaced.</p> <p>2.3 The repair of 27-30 year old portable classrooms is not acceptable. A policy of performing significant repairs to portables that are 27 to 30 years old should not be followed. Repairing aged and damaged portables is not a good use of District funds. Money would be better spent replacing these portables.</p> <p>2.4 The District should inspect all portables for structural soundness before investing money and time in performing repairs on aged portables.</p> <p>2.5 The Committee would like confirmation that painting will occur in the time frame indicated and further assurance that wood rot and water damage will be adequately and properly repaired before painting is undertaken. Again, the policy of performing repairs, including painting of portables which are 30 years old is questioned.</p> <p>2.6 HVAC systems must receive regular and ongoing inspection, maintenance, and cleaning.</p>
<p>3. Bathrooms</p>	
<p>3.1 The California Department of Education sets requirements for toilets in secondary schools. These are 1 urinal per 35 boys and 1 toilet per 40 boys. For girls, 1 toilet per 30 girls. Newhart bathroom facilities do not currently meet these requirements; see paragraph 7 above for details and Schedule E.</p> <p>3.2 The CUSD Board has approved additional bathrooms for the 7th/8th grade side of campus when the new two story building is built, which are due for completion in December 2007. The Committee does not have details of the number of proposed bathrooms. These new bathrooms will do nothing to alleviate the inadequate</p>	<p>3.1 The school bathroom facilities must comply with minimum requirements established by the California Department of Education.</p> <p>3.2 The District must advise when Newhart will meet the California Department of Education minimum requirements.</p>

<p>numbers of bathrooms on the 6th grade side.</p> <p>3.3 All bathrooms are in poor condition– see Photographs, Schedule A. There is evidence of plumbing leaks, mold; stall doors that do not lock, inadequate soap dispensers and poor ventilation. Because of the poor condition of the bathrooms, many students at Newhart avoid using the bathrooms at all, or use them as little as possible and “hold” on until they get home, or in some cases do not drink water in order to avoid the need to use the bathrooms.</p> <p>3.4 There are inadequate sanitary disposal units in the girls’ bathrooms. There is no additional trash receptacle in the girls’ bathroom.</p>	<p>3.3 All existing bathrooms require renovation and maintenance. The District should attend to repairs ASAP and complete renovation of existing bathrooms over the summer break 2006.</p> <p>3.4 Old sanitary disposal units must be removed and replaced as a matter of urgency, and additional trash bins installed in the girls’ bathrooms. Sanitary disposal units must be installed in each stall.</p>
<p>4. Shade Facilities</p>	
<p>4. There is inadequate shade for students. Sun exposure is a serious health risk (refer Schedule F, PTA Resolution Sun Safety: Skin Cancer Prevention Measures at School, May 2005 at www.capta.org).</p>	<p>4. Over summer 2006 the School District must install additional sun shade facilities sufficient for a student population in excess of 1850.</p>
<p>5. Multipurpose Room</p>	
<p>5.1 The Multipurpose Room is inadequate for a school of over 1800 students; it has a maximum capacity of 390.</p> <p>5.2 The carpet in the Multipurpose Room is in need of replacement.</p>	<p>5.1 Plans for the campus should include an expanded Multipurpose Room.</p> <p>5.2 The carpet in the Multipurpose Room should be replaced with linoleum or polished concrete over summer 2006.</p>
<p>6. Lunch Concerns</p>	
<p>6.1 There are 8 lunch service windows and some other service facilities e.g. “carts”. The existing lunch service facilities were not built to accommodate a middle school, and certainly not a school of over 1850 students.</p> <p>6.2 Students have 35 minutes for lunch. 6th grade students were observed waiting over 20 minutes in line to buy their lunch (see Schedule H). In 2004-2005 14% of students received free and reduced lunch meals. This means that these students, and all other students buying lunch, have very little free time during the school day.</p> <p>6.3 There are an inadequate number of lunch time supervisors.</p> <p>6.4 There are inadequate lunch tables for students.</p> <p>6.5 Some lunch tables are damaged; refer Photographs, Schedule A.</p>	<p>6.1 Lunch service facilities must be adequate for a middle school of over 1850 students.</p> <p>6.2 Lengthy lunch lines are not acceptable. The District must look at options to reduce the amount of time students wait to buy lunch.</p> <p>6.3 Additional lunch time supervisors are required.</p> <p>6.4 The District must install additional lunch tables.</p> <p>6.5 Damaged tables must be replaced by the District.</p>

<p>6.6 The number of water fountains is inadequate. A number of water fountains are inoperable.</p>	<p>6.6 Additional water fountains must be installed. Existing water fountains must be cleaned and serviced.</p>
<p>7. Library</p>	
<p>7. There is evidence of water damage on the ceiling in the Library.</p>	<p>7. The roof should be checked for leaks and once repaired the water damaged ceiling tiles replaced and the ceiling cavity and insulation inspected for water damage.</p>
<p>8. Window Coverings in Portables</p>	
<p>8. Window coverings are important for sun protection, to reduce theft, and for security in the event of a lock down situation. Some teachers have installed their own window coverings in portable classrooms. These window coverings are not uniform in appearance and are not in compliance with applicable fire safety laws.</p>	<p>8. The School District must install new window coverings on all classroom windows that comply with applicable fire and safety standards.</p>
<p>9. Trash Concerns</p>	
<p>9. There is a lot of trash on the campus. Custodians are meant to pick up trash. In addition, students are expected to pick up trash as punishment ("oops" slips). Having a clean campus may help students demonstrate a greater respect for the school and its facilities.</p>	<p>9. Directions should be given to custodians to pick up trash more regularly. As students are expected to pick up trash they should be provided with disposable gloves. Additional soap dispensers and / or "Purell" dispensers must be made available in the bathrooms. In addition, "Purell" dispensers must be installed in all classrooms where there are not sinks for hand washing.</p>
<p>10. Standing Water and Health Concerns</p>	
<p>10.1 There are areas of stagnant water around the campus. West Nile Virus has been identified in Mission Viejo. It is the responsibility of the School District to ensure that standing water is removed.</p> <p>10.2 There are some broken or missing window screens.</p>	<p>10.1 All standing water sources must be removed. The campus should be inspected for areas of standing water.</p> <p>10.2 Window screens should be inspected and damaged screens repaired and missing screens replaced.</p>
<p>11. Playground Facilities</p>	
<p>11.1 In some areas the asphalt playground surface is uneven, making it unsafe for students to play on both at lunch time and during P.E.</p> <p>11.2 Trucks drive on the asphalt to make deliveries and this may exacerbate the poor condition of the playground surface.</p>	<p>11.1 The asphalt should be inspected and repaired to ensure a safe environment for students.</p> <p>11.2 Consideration be given to alternative access points for trucks or methods of making deliveries.</p>
<p>12. Lockers</p>	
<p>12.1 Only students in 7th and 8th grade have access to lockers. They are usually shared between two students.</p> <p>12.2 Outside lockers are in poor condition.</p>	<p>12.1 Additional lockers must be installed.</p> <p>12.2 Outside lockers need to be repaired and repainted or replaced.</p>

13. Newhart PTA	
<p>13.1 The Newhart PTA is committed to ensuring that campus facilities are adequate, safe, and healthy and secure for all existing and future students.</p> <p>13.2 The Committee was not able to inspect the inside of all classrooms.</p>	<p>13.1 The Committee should take an active role in the ongoing modernization process of Newhart, including liaising with the administration, the School District, and Mission Viejo City Council, and communicating with parents about the facilities and progress and timelines for improvements (see Schedule G, PTA lobbying and advocacy guidelines).</p> <p>13.2 The Committee should liaise with school administration and arrange a time inspect all classrooms when students are not present.</p> <p>13.3 The Newhart PTA should consider retaining an independent consultant to provide advice on Newhart facilities generally, including but not limited to structural soundness, air quality, health risks, portables, bathrooms, performance of HVAC (heating, ventilating, and air-conditioning) systems and ventilation of classrooms and/or review any reports obtained by the School District pertaining to these issues.</p> <p>13.4 The Committee should report back to the PTA at the October 2006 PTA meeting with a follow up report on work performed over the summer, including, work finished and work yet to be completed, and all other aspects covered in this report.</p> <p>13.5 The Committee should be a permanent committee within the Newhart PTA.</p>
14. School Accountability Report Card	
<p>14. Newhart's School Accountability Report Card for 2003-2004 as published on the District website at www.capousd.org/sarcs/Newhart.pdf states: "The district maintenance staff ensures that the repairs necessary to keep the school in good repair are completed in a timely manner. The site custodians facilitate immediate repairs when feasible. A work order process is used to ensure services and emergency repairs are given high priority. Teachers submit a work order form to initiate repairs and this also provides a tracking system for the site administration. The custodial crew consists of one full time day custodian and 3-night time crew. The staff has developed a cleaning schedule to ensure a clean school." This statement is not accurate; procedures outlined are not been implemented.</p>	<p>14. The statement contained in the Accountability Report Card should be adhered to.</p>

In preparing this report members of the Committee conducted a limited inspection of the facilities at Newhart (the insides of classrooms, with some minor exceptions, were not inspected), and met informally with campus administration. Members of this Committee have no formal qualifications to perform building or environmental inspection of school facilities. In addition, this report was prepared in approximately four weeks and is not intended to be comprehensive as to the adequacy or otherwise of all facilities on the campus.

9. Funding

At this time the Committee has not determined funding options for the School District. However, it is noted that at the CUSD Board Meeting on April 24, 2006 resolutions were passed that identified 4 parcels of land as surplus. If sold, funds from the surplus land may be one source of funding for the recommendations outlined in this report.

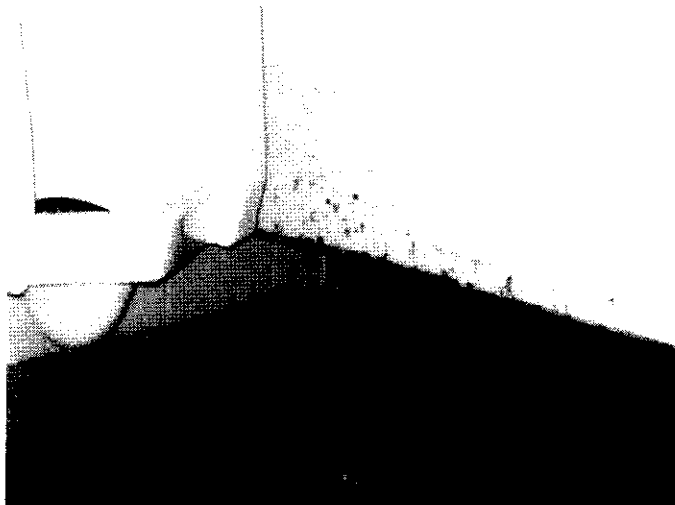
10. Summary

Newhart Middle School is the largest middle school in the Capistrano Unified School District with a student population of 1853 as of April 2006. Major findings and recommendations of the Committee include:

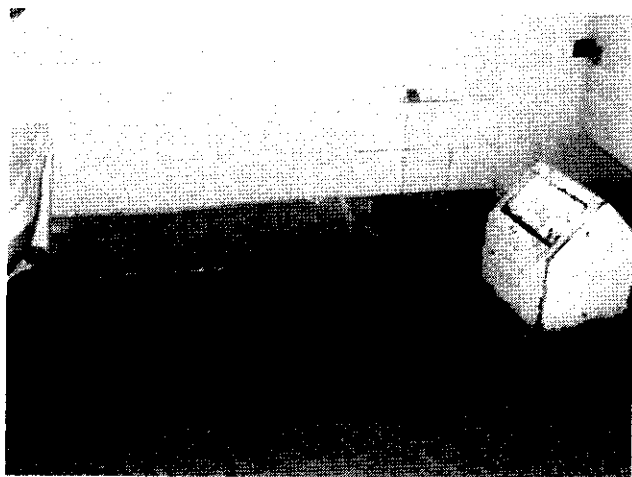
- The facilities have not kept pace with the growing student population.
- Many of the facilities at Newhart are in need of substantial renovation, improvement or replacement in addition to a new two story classroom block scheduled for completion in December 2007.
- Maintenance has not been properly conducted at the campus. Many of the portables currently in use as permanent classrooms exhibit evidence of neglect.
- Existing portables are old. Most are 20-30 years old, and should be replaced by permanent structures to adequately house students based on CUSD future projections for enrollments.
- Many portables including P1-P6 are not fit for use as student classrooms.
- Performing major repairs to aged portables is unacceptable; they should be replaced.
- Experts should inspect all portables for structural soundness, air quality and health risks.
- The numbers of bathrooms do not comply with minimum standards set by the California Department of Education.
- Existing bathrooms are in a very poor condition and need urgent renovation.
- Sun protection is inadequate.
- A large multi-use facility should be constructed to adequately accommodate the large student population.
- The playground blacktop is unsafe in some areas and needs immediate attention.

Schedule A: Photographs

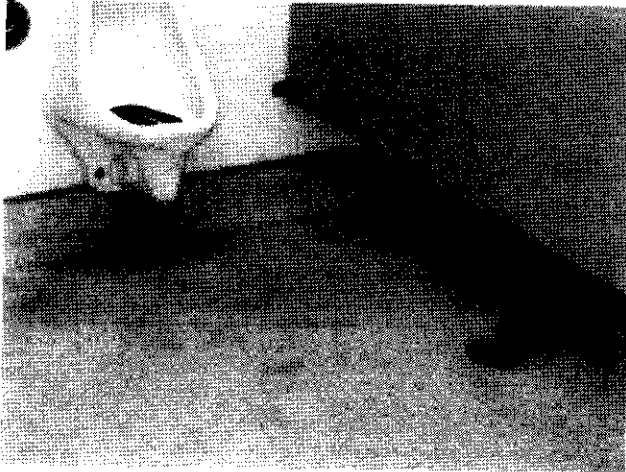
Boys Bathroom, 6th grade side



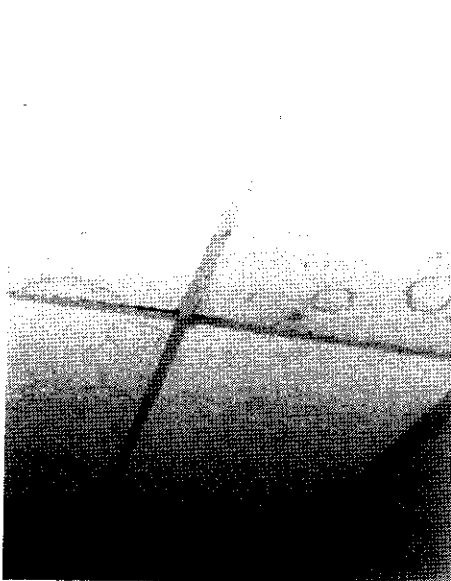
Girls' Bathroom, 6th grade side

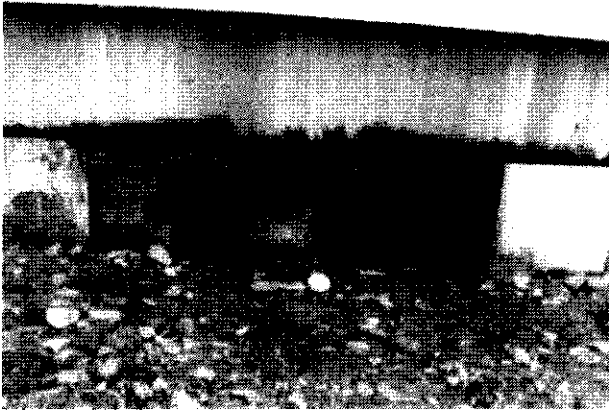


Bathrooms on 7th/8th grade side



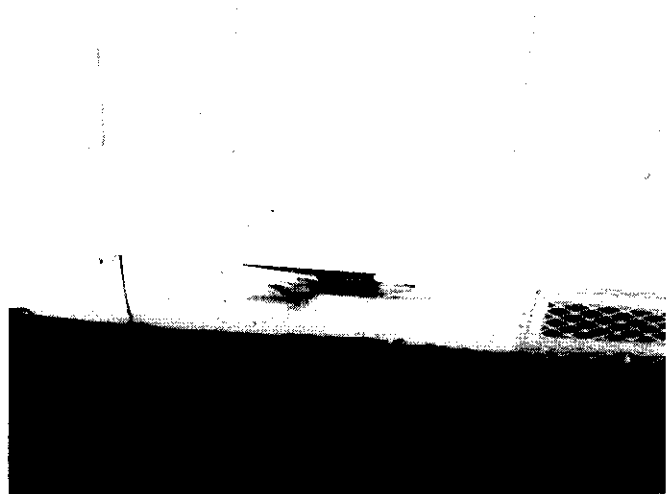
Entrance to girls' locker room (below)

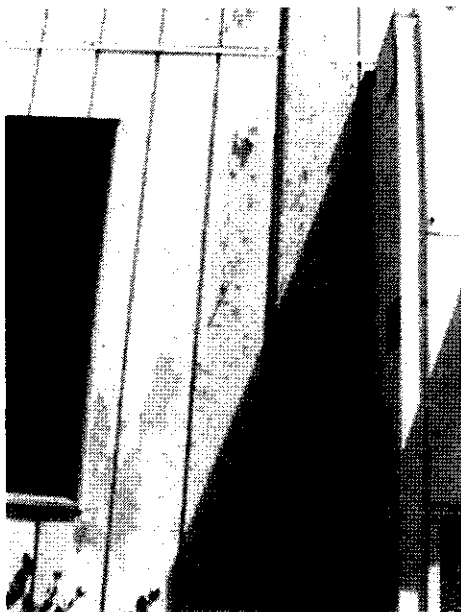
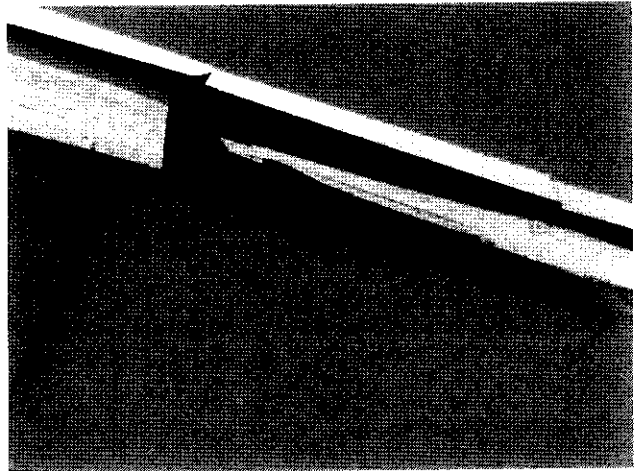
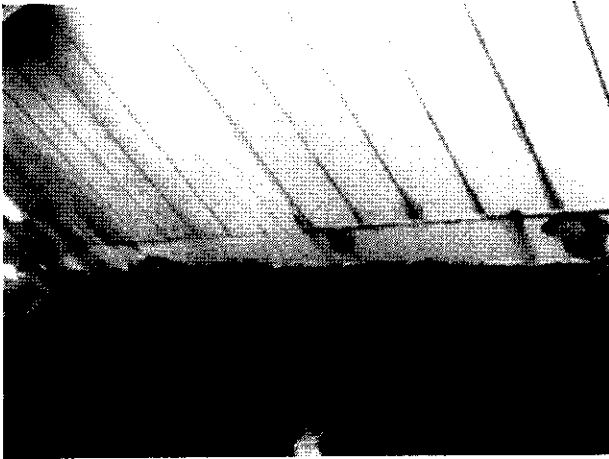


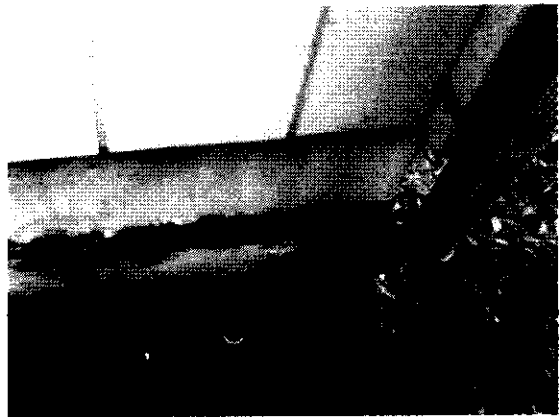
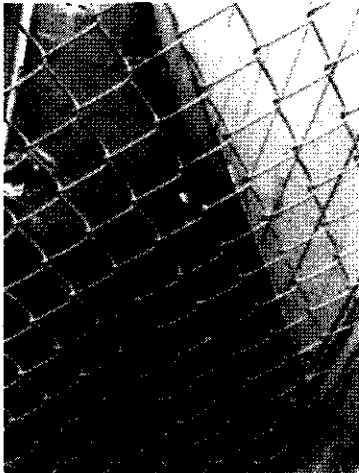
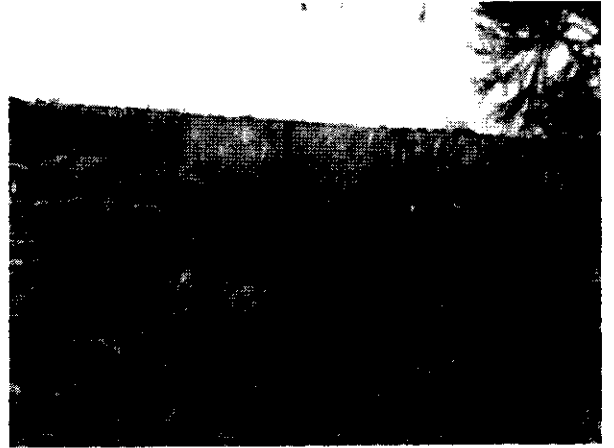
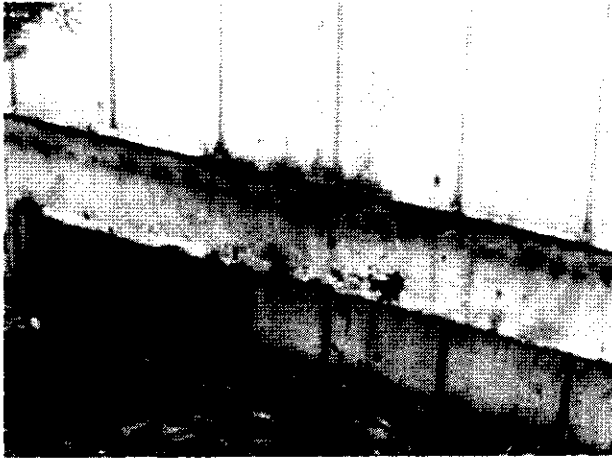


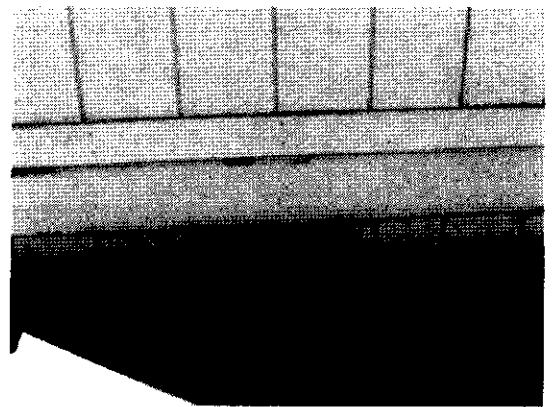
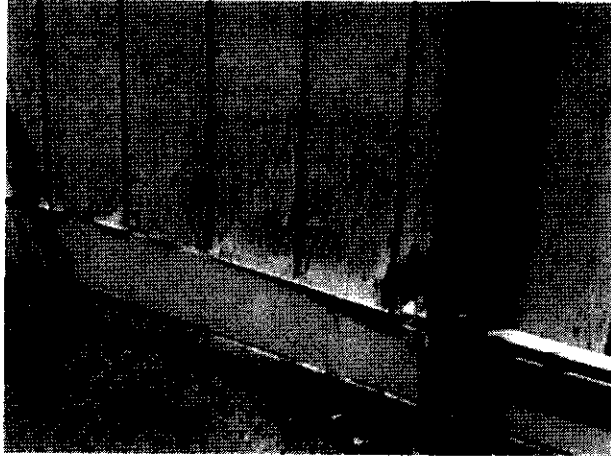
7/8th grade side, below

Portables
6th grade - L
7/8th grade -R



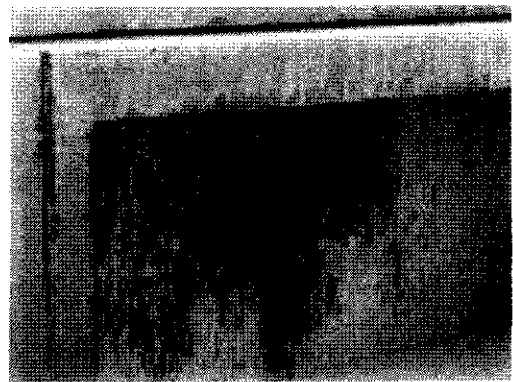
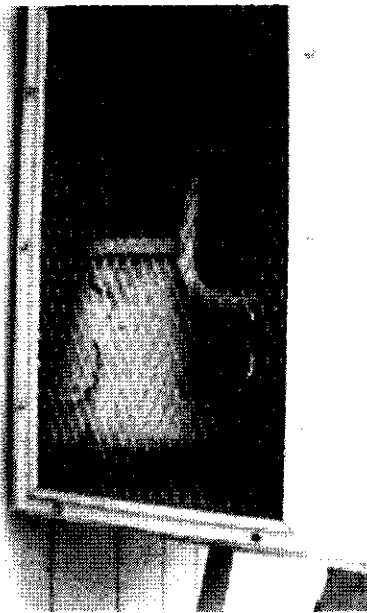




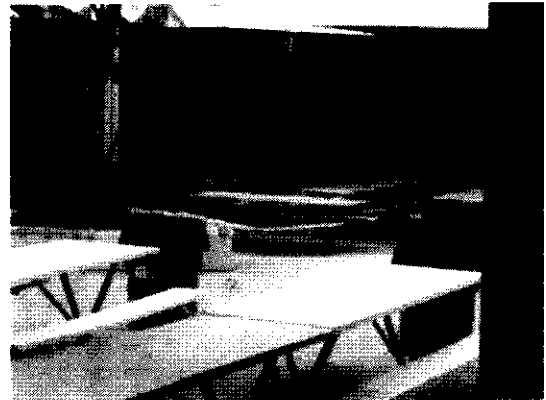
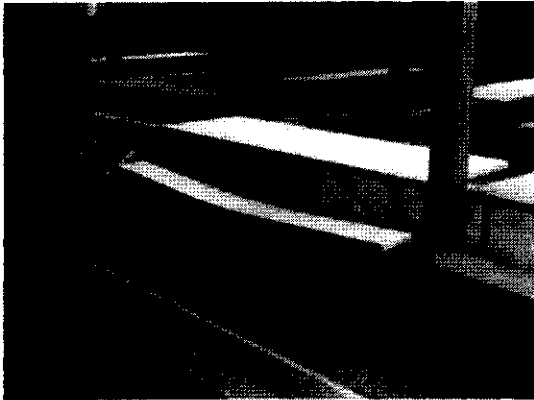




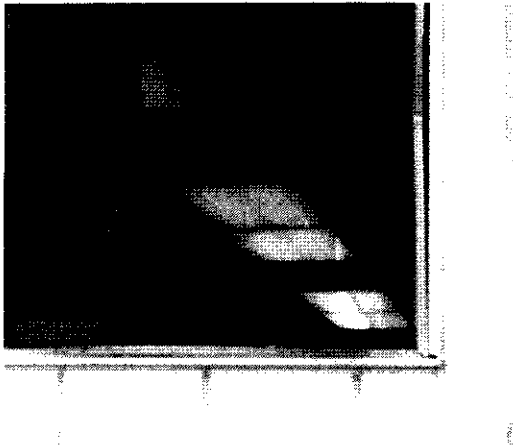
6th grade side, below



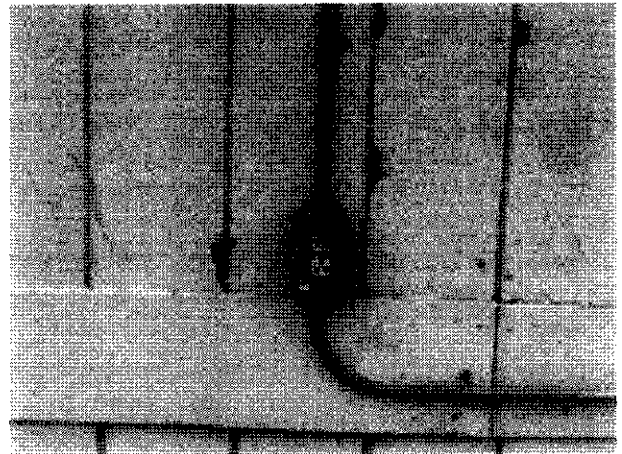
Damaged Lunch Tables on 6th Grade side



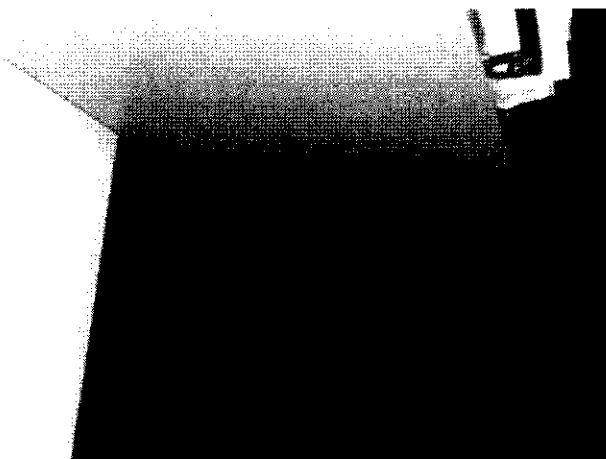
Broken fly-screen, 6th grade side of campus.



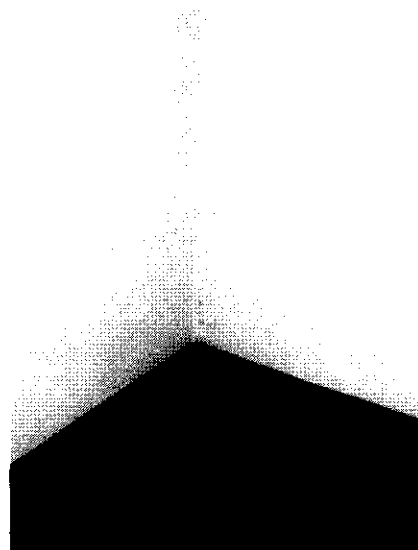
Exposed Electrical Outlet, 6th grade side



Rust stains on carpet, evidence of water damage, 6th



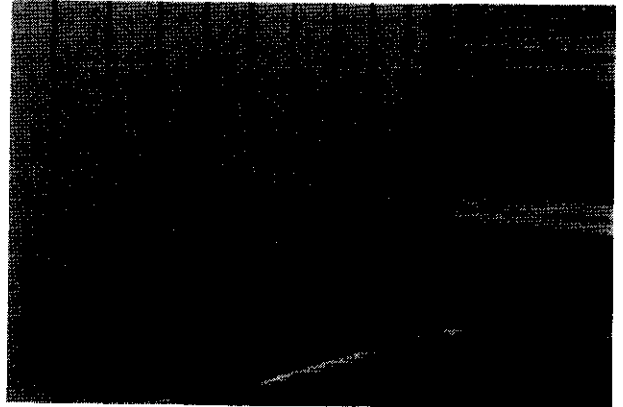
Unstable flooring in corner, 6th



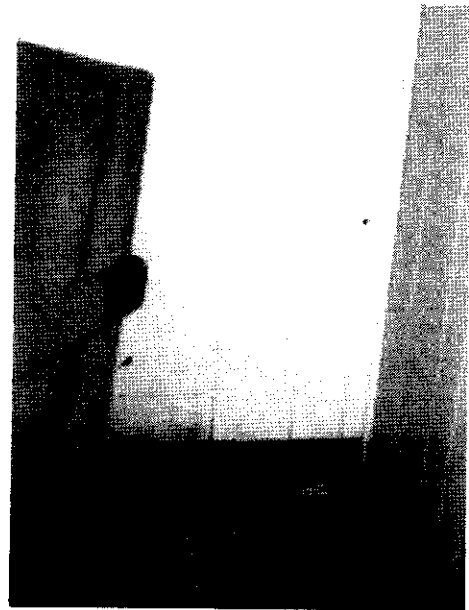
Hole in portable, 6th grade side.



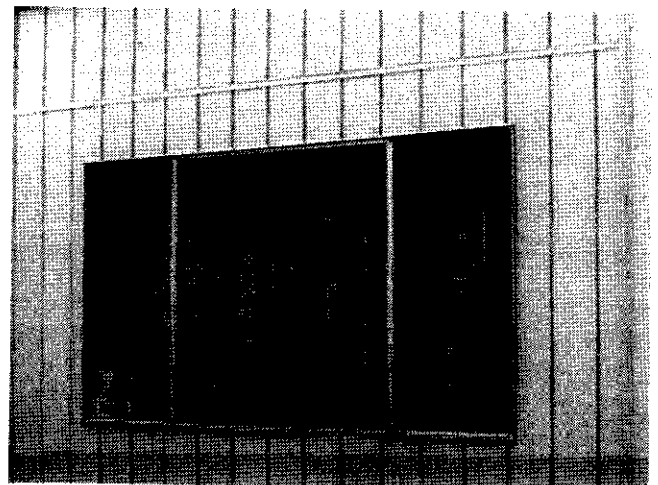
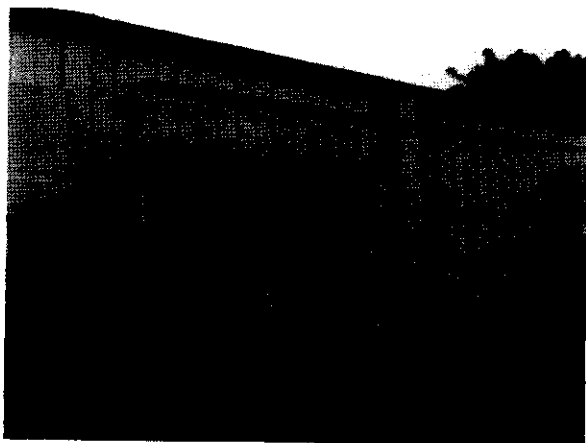
Previous paint repairs, painting over wood rot.



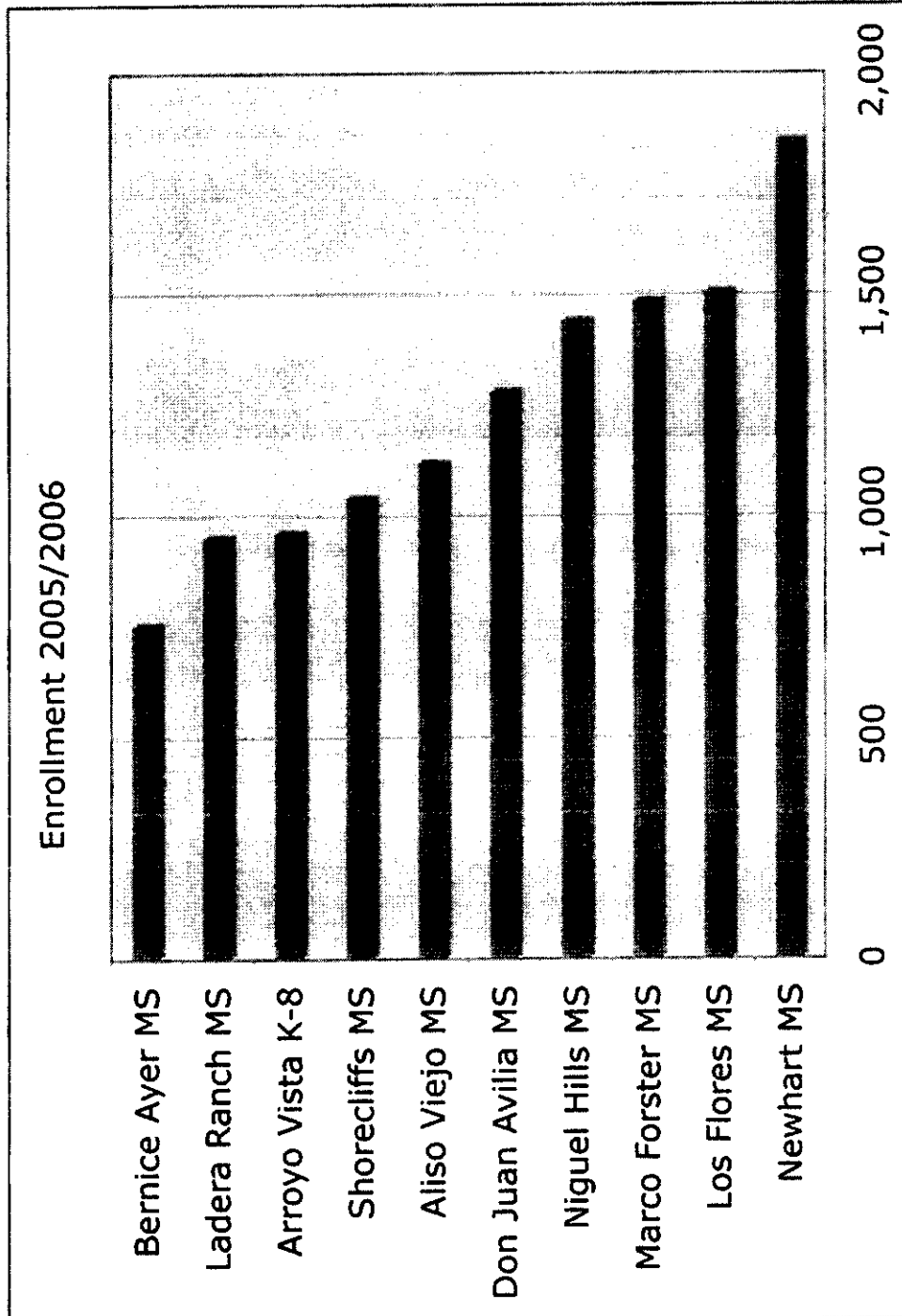
Inside portables, 6th grade side



Examples of window coverings, 7/8th grade side

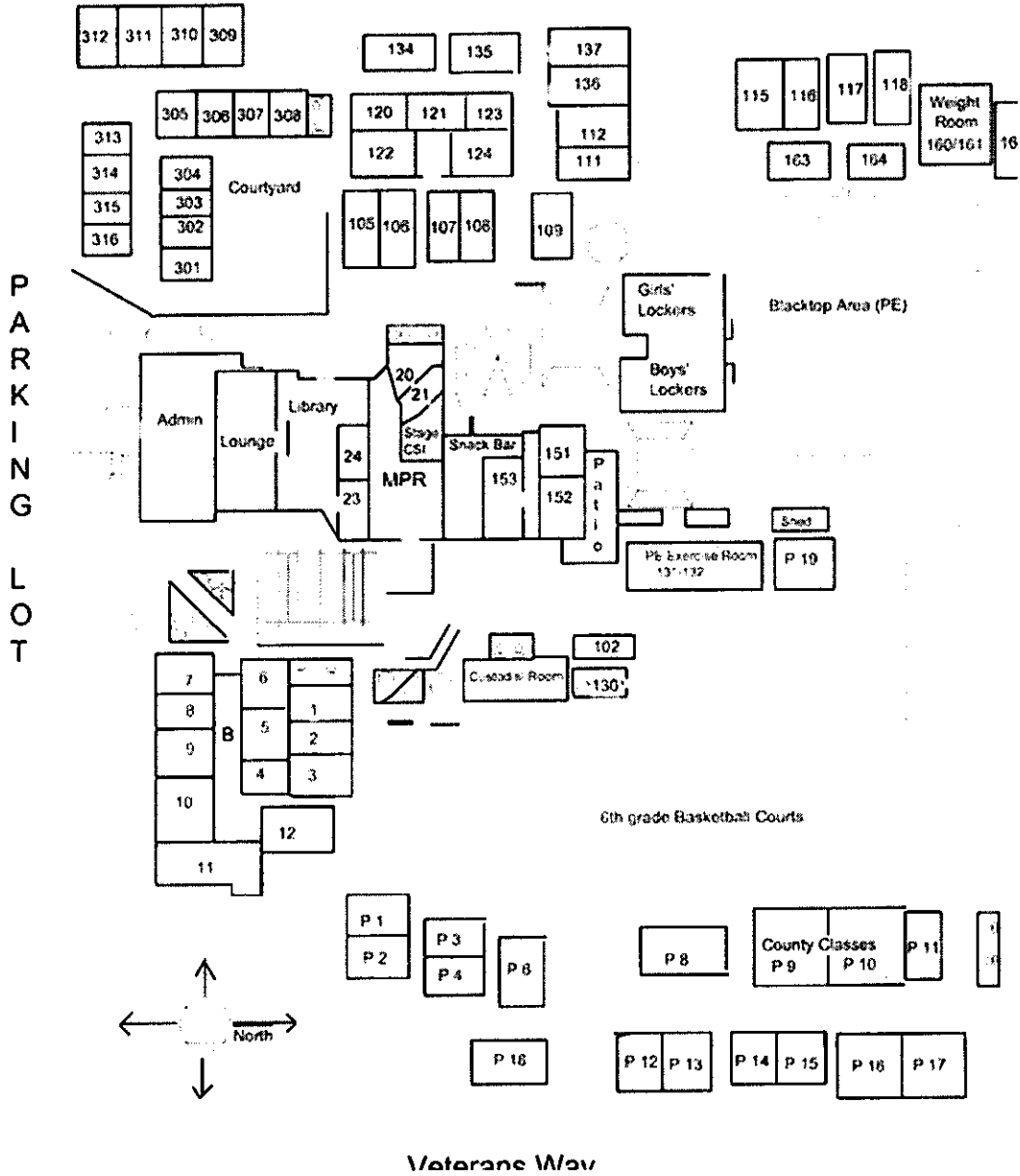


Schedule B



Schedule C Newhart Middle School

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Schedule D: CUSD News Release March 30, 2006

News Release

Providing Excellence in Education

CONTACT: David Doomey, Business Administration (949) 489-7264

March 30, 2006

FOR IMMEDIATE RELEASE

ADDITIONAL CONSTRUCTION FUNDS FOR SCHOOLS IN THE CITIES OF ALISO VIEJO AND MISSION VIEJO

The Capistrano Unified School District Board of Trustees has agendaized for its April 24 meeting, proposed additional revenues that will be earmarked for building improvements planned for selected schools located within the cities of Aliso Viejo and Mission Viejo.

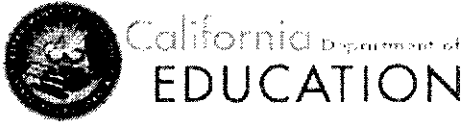
The new money will be coming from already authorized bonds in CFD 87-1. These building renovations will be in addition to the multi-million dollar improvements that have already been implemented or will be implemented at selected school sites.

Staff will recommend to the Board of Trustees funding to support the following school renovation plans:

- Capistrano Valley High School: Include a brick façade on the new two-story classrooms scheduled for placement in 2006, improved lighting, and replacement of various skylights in the building.
- Aliso Niguel High School: The elimination of sixteen existing older portable classrooms, to be replaced by the construction of new, two-story classrooms, in order to provide improved parking and circulation for the school site.
- Newhart Middle School: The elimination of sixteen existing older portable classrooms, to be replaced by the construction of new, two-story classrooms.
- Hankey Elementary School: The elimination of six older portable classrooms, replaced by new classroom additions and renovations including science labs, an expanded multi-purpose room, and the installation of new restroom facilities, along with other renovations, all to welcome sixth grade students this fall as a part of the district's eventual plan to expand this facility, subject to the completion of required environmental work, to a K-8 school center.

Board President Marlene Draper anticipates Board support for the staff recommendation. According to Draper, "Modernizing our schools and removing older portables has long been a priority of our Board. This proposal offers the opportunity for more construction and renovation work for some of our Mission Viejo and Aliso Viejo schools. This is in addition to the \$48 million we spent on school construction just last summer.

0603008 Communications Department 32972 Calle Perfecto San Juan Capistrano, CA 92675
(949) 489-7452 Information about CUSD at: www.capousd.org



Curriculum & Instruction	Testing & Accountability	Professional Development
Finance & Grants	Data & Statistics	Specialized Programs
	Learning Support	

K-12 Toilet Requirement Summary

Prior to 1994 Code Reference UBC Section 805

Grade/Staff	Male	Female
Kindergarten	No reference	No reference
Elementary	1 urinal per 30 1 toilet per 100	1 toilet per 35
Secondary	1 urinal per 30 1 toilet per 100	1 toilet per 45
Staff	No reference	No reference

After 1994 Code Reference Title 5 CCR and CPC Table 4-1

Grade/Staff	Male	Female
Kindergarten (toilets to be within kindergarten complex)	1 toilet serves 1-20 2 toilets serve 21-50 over 50, add 1 toilet for every 50 people	same as for boys
Elementary	1 urinal per 75 1 toilet per 30	1 toilet per 25
Secondary	1 urinal per 35 1 toilet per 40	1 toilet per 30
Staff	1 toilet serves 1-15 2 toilets serve 16-35 3 toilets serve 36-55 over 55, add 1 toilet for every 40 men provide 1 urinal for every 50 men	1 toilet serves 1-15 2 toilets serve 16-35 3 toilets serve 36-55 over 55, add 1 toilet for every 40 women

Please be aware these are minimum requirements; more fixtures or toilet rooms may be required to adequately serve students and staff in some facility layouts. Toilets are to be provided based on the population of each gender at each school site. As new facilities (with additional students and staff) are added, including portables, additional toilet facilities should be added to meet building code requirements.

building code requirements.

Schedule F

CALIFORNIA STATE PTA

930 Georgia Street, Los Angeles, CA 90015-1322

(213) 620-1100 • FAX (213) 620-1411 • E-mail: info@capta.org • www.capta.org

SUN SAFETY: SKIN CANCER PREVENTION MEASURES AT SCHOOL

Adopted by Convention Delegates May 1, 2005

WHEREAS, The California State PTA seeks to promote public policy and actions that protect the health and safety of all children; and

WHEREAS, Skin cancer is one of the most common cancers afflicting California residents

and the chief cause of skin cancer is exposure to ultraviolet (UV) radiation emitted from the sun; and

WHEREAS, Sixty to eighty percent of a person's lifetime UV exposure occurs during childhood and adolescence; and

WHEREAS, UV rays are most powerful between 10 a.m. and 4 p.m., and students are outdoors daily on campus for significant time periods during these hours; and

WHEREAS, Solar radiation, including UV rays, is classified by the U.S. Department of Health and Human Services as a "known human carcinogen," or cancercausing agent, as are asbestos, radon, and tobacco smoke; and

WHEREAS, A person's chance of developing melanoma, the most deadly form of skin cancer, is often directly related to his or her exposure to the sun during the pre-adult years and research shows that the risk of developing skin cancer is increased by experiencing two or more blistering sunburns as a child; and

WHEREAS, Over-exposure to UV radiation can also result in painful sunburns, cataracts,

a weakened immune system and premature aging including wrinkles and blotches; and

WHEREAS, Skin cancer is highly preventable when specific sun-safety behaviors including

the use of sunscreen, protective clothing, wide-brimmed hats and sunglasses with UV protective lenses are adopted, and where these behaviors are supplemented by environmental guidelines and sun protection policies such as the provision of shade structures are implemented; now therefore be it

RESOLVED, That the California State PTA urge its units, councils and districts to educate

students, parents, school personnel and the community about the high incidence of skin cancer and the recommended strategies for reducing risk for this disease; and be it further

RESOLVED, That the California State PTA encourage the development and adoption of

a comprehensive set of sun-safety guidelines, and that these guidelines be made

available to local school districts and child care settings to assist these entities in developing local policies and procedures; and be it further

— 2 —

RESOLVED, That the California State PTA urge its units, councils and districts to collaborate with their local school districts to ensure that sun-safety policies are implemented; and be it further

RESOLVED, That the California State PTA encourage other state PTAs to adopt a similar resolution.

###

BACKGROUND SUMMARY

While some sun exposure is certainly good for both physical and mental health, many children, youth, and adults experience too much contact with UV rays. Solar radiation is most intense from 10 a.m. to 4 p.m., the prime hours when students and school personnel are outdoors on campus (during P.E., recess, and lunch). This contributes to the fact that more than sixty percent of lifetime sun exposure occurs before adulthood. Sun exposure, especially during the first decade of life, strongly links to skin cancer in adulthood. Individuals of any race or nationality can develop skin cancer. Sun-safety measures should be integrated into standard school operating procedures similar to the emphasis applied to many other safety issues such as fire escape plans, earthquake and fire drills, elimination of dangerous playground equipment, and asbestos removal from structures. Promotion and practice of sun-safety behaviors within the structured school environment will influence young people to practice sun-protection during both school and non-school hours. California enacted a law (§35183.5 effective January 2002) that requires schools to allow students, when outdoors, to wear school-site approved sun-protective hats and clothing. Recognizing the generally understood link between sun exposure and ever-increasing skin cancer rates, it is vitally important for administrators of schools and other programs that provide outdoor activities for young people to adopt and implement sun-protection instruction and guidelines, and provide ample onsite shade cover (trees and structures).

The ABCs of Advocacy

Schedule G.

page 27/30
Department of



Advocacy in action: As part of the 2006 National PTA Legislative Conference held March 12-14 in Washington, DC, representatives from the Louisiana PTA met with U.S. Sen. Mary Landrieu of Louisiana in her office in Baton Rouge. Michael Johnson, Louisiana PTA federal representative (state middle), and Cynthia Bender, Louisiana PTA advocacy team member (left), discussed the current needs of children affected by Hurricane Katrina. During the legislative conference, PTA representatives from around the nation visited their congressional representatives.

PTA is active in public policy issues in our nation's capital, as well as in our schools, in our school boards, in our city councils, in our state legislatures, and everywhere in between. Advocacy is sometimes very costly (ever groundbreaking) – as in pushing for the passage of the National School Lunch Program – and other times very low-key – as in participating in the selection of a new school principal. Each instance of advocacy helps fulfill the Mission of PTA.

Whenever you focus your advocacy efforts, there are certain practices you should keep in mind as you work to inform and persuade your audience.

1. Define the issue.

Whether the issue involves school nutrition, after-school programs, or student safety, you must frame and define the issue in a way that appeals to your audience. Present issues in a manner that makes sense to people, addresses people's concerns, and offers a clear reward that is worth the effort.

2. Research the issue.

Make sure the stance your PTA is taking on the issue does not conflict with National PTA resolutions and positions. In addition, you may need approval from your local PTA board or committee before undertaking a PTA-sponsored advocacy activity.

As you gather information from PTA and other advocacy organizations, consider these questions:

- ★ Who makes decisions regarding the issue? (The principal, superintendent, local school board, state legislature, or voters?)
- ★ What is the history of the issue? If it has come up before, what was the outcome?
- ★ How important is this issue to PTA? Where would it fit on the list of priorities?
- ★ Who is the opposition, and how effective will they be in their campaign?

As you carry out your research, think of yourself as a resource for decision makers. You want to give them the information they need to make the right choices. If you are trying, for example, to get the local school board to change the morning start time at the high school, lay out your arguments in a fact sheet with relevant research

3. Build support.

Talk to fellow PTA members about the issue. Hold an organizing meeting with a small group of people who care deeply about the topic. Within this core group, start dividing up responsibilities: decide who will make press calls, recruit volunteers, represent the PTA at meetings, etc.

Let PTA members know how they can participate in the advocacy process. Explain how the issue touches their lives, the lives of their children, and the community at large. Also help them work outside of PTA to advocate on the issue.

4. Create a campaign plan.

- ★ Establish a timeline by working backward from the election day or the day when final decisions will be made. Set concrete goals to reach along the way.
- ★ Create a budget for the campaign to be sure to follow the rules governing 501(c)(3) organizations (see article on page 28).

For many parents, speaking up for their own children at parent-teacher conferences or with the school principal becomes a building block for future advocacy. After taking that first step, parents often begin to recognize that other children in the school have similar needs. From the school level, advocacy can continue to the local, state, and national levels. With each new advocacy activity, PTA members gain valuable experience and insight that can only enhance their future efforts.

OC

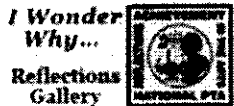
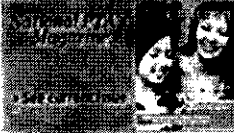
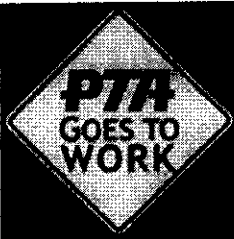
For more information on advocacy, visit www.pta.org/advocacy. You can also find out more about the current needs of children affected by Hurricane Katrina at www.pta.org/katrina.

Parent Resources

- State of Affairs in Education
- Model of a Good Family
- Model of a Good Community
- Model of a Good School
- Model of a Good Teacher
- Model of a Good Parent
- Model of a Good Student
- Model of a Good Citizen
- Model of a Good Leader
- Model of a Good Worker
- Model of a Good Entrepreneur
- Model of a Good Inventor
- Model of a Good Scientist
- Model of a Good Artist
- Model of a Good Athlete
- Model of a Good Musician
- Model of a Good Dancer
- Model of a Good Actor
- Model of a Good Writer
- Model of a Good Speaker
- Model of a Good Listener
- Model of a Good Thinker
- Model of a Good Doer
- Model of a Good Helper
- Model of a Good Leader
- Model of a Good Worker
- Model of a Good Entrepreneur
- Model of a Good Inventor
- Model of a Good Scientist
- Model of a Good Artist
- Model of a Good Athlete
- Model of a Good Musician
- Model of a Good Dancer
- Model of a Good Actor
- Model of a Good Writer
- Model of a Good Speaker
- Model of a Good Listener
- Model of a Good Thinker
- Model of a Good Doer
- Model of a Good Helper

National PTA Bulletin Boards

Share Information
An Online Community
Share your ideas and
celebrate your successes.



Why Lobby? Ten Reasons

Ten Reasons to Lobby for Your Cause

- 1. You can make a difference.** In Toledo, Ohio, a single mother struggling to raise her son without the help of a workable child support system put an ad in a local newspaper to see if there were others who wanted to work for change. There were. Over time, they built the Association for Child Support Enforcement, which has helped change child support laws across the country.
- 2. People working together can make a difference.** Mothers Against Drunk Driving convinced dozens of states to toughen their drunk driving laws. As a result, the numbers of drunk driving deaths are lower nationwide.
- 3. People can change laws.** History is full of people and groups that fought against great odds to make great changes: child labor laws, public schools, clean air and water laws, public schools, clean air and water laws, social security. These changes were not easy to achieve. They all took the active involvement - the lobbying - of thousands of people who felt something needed to be changed.
- 4. Lobbying is a democratic tradition.** The act of telling our policy makers how to write and change our laws is at the very heart of our democratic system. It is an alternative to what has occurred in many other countries: tyranny or revolution. Lobbying has helped keep America's democracy evolving over more than two centuries.
- 5. Lobbying helps find real solutions.** People thinking creatively and asking their elected officials for support can generate innovative solutions that overcome the root causes of a problem. Through such work, abused children have found rapid placement in safe homes, and restaurants have been able to donate excess food to food shelves.
- 6. Lobbying is easy.** Lobbying is not some mysterious rite that takes years to master. You can learn how to lobby - whom to call, when, what to say - in minutes. There are a few simple reporting rules that your nonprofit organization needs to follow, but they aren't complicated.
- 7. Policy makers need your expertise.** Few institutions are closer to the real problems of people than nonprofits and community groups. Every professional lobbyist will tell you that personal stories are powerful tools for change. People and policy makers can learn from your story.
- 8. Lobbying helps people.** Everything that goes into a lobbying campaign - the research, the strategy planning, the phone calls and visits - will help fulfill your goal whether it be finding a cure for cancer, beautifying the local park, or some other cause that helps people.
- 9. The views of PTA's are important.** Because local governments often decide how to spend federal and state money, local

Newsletters

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your city: _____
 your state: _____

Why Lobby? Ten Reasons

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organizations have even more responsibility to tell local policy makers what is needed and what will work. Your lobbying can have an immediate, concrete impact on people in need.

10. Lobbying advances your cause and builds public trust. Building public trust is essential to nonprofit organizations and lobbying helps you to gain it by increasing your organization's visibility. Just as raising funds and recruiting volunteers are important to achieving your organization's mission, so is lobbying.

You can start by using PTA's Take Action tools right now or take our easy online e-Learning course, *Effective Advocacy for Your Child!*

Page 30 of 30
Schedule H

Lunch observations, May 6, 2006

During the 6th/ 7th grade lunch on May 6, 2006 at Newhart Middle School the following was observed:

- There are approximately 900 children present for this particular lunchtime.
- 20 minutes into the 35-minute lunch there were children still in line to purchase food.
- The sixth graders wait in line on one side of the school and are sent to the food service side via a hallway through the industrial arts building.
- Children were sitting on the stairs, walls, concrete floors, and dirt, as there were not enough tables for them.
- Supervision was inadequate
 - From the front of the school back to the multi purpose room doors there were no adults present.
 - The first adult was stationed at the area just outside the multipurpose rooms doors. (20 minutes into the lunch period she moved up toward the B wing bathrooms)
 - 1 supervisor and 1 assistant principal were managing the 6th grade side of the lengthy lunch line
 - 1 supervisor was stationed at the food service windows where approximately 30 student were in queue
 - Approximately 15 minutes into the lunch break a male supervisor made his way to the blacktop where no other adults were present.
 - Total adults observed during the entire 20 minute period we observed—5 for approximately 900 students

Information Summary CUSD 2006

- Newhart opened in 1981 as a K-6 with 634 students
- 1984 designated as a K-8 with 726 students
- 1999 designated as 6-8 Middle school with 1611
- 19 permanent classrooms
- 62 portables
- Multipurpose room maximum capacity of 390
- Currently over 1800 children enrolled at Newhart
- Lunch A: 566 6th graders + 265 7th graders = 830 total
- Lunch B: 392 7th graders + 580 8th graders = 972 total
- Total bathroom facilities for students at the school are as follows:

	6th grade side	7th / 8th grade side
Boys	4 urinals 3 toilets 4 sinks 2 soap dispensers 2 hand dryers	11 urinals 7 toilets 10 sinks 3 soap dispensers 4 hand dryers
Girls	5 toilets 4 sinks 2 soap dispensers 2 hand dryers	16 toilets 11 sinks 3 soap dispensers 4 hand dryers

- The California Department of Education sets minimum requirements for toilets in public schools;
 - 1 urinal per 35 boys and 1 toilet for 40 boys.
 - 1 bathroom per 30 girls.
 Based on these minimum requirements Newhart has insufficient numbers of toilets for both boys and girls.

6th grade side of campus the facilities are sufficient for approximately 120 boys and 150 girls.
 7th and 8th grade side of campus the facilities are sufficient for 280 boys based on the number of urinals, and 385 boys based on the number of toilets, and 480 girls.

- Mello-Roos 87-1
 - Total capacity \$100,100,000
 - Spend as of 3/06 \$84 million
 - \$2 million CVHS parking lot
 - \$4.8 million Bathgate
 - \$77.2 million Aliso Viejo schools
 - Final 4/24/06
 - \$3.16 million CVHS (2 story portable/lighting/modernization upgrades)
 - \$5.8 million Newhart (2 story portable/site work/future renovation TBD)
 - \$2 million Hankey (portables/food service bldg/restroom/site work/imp.)
 - \$6.48 million ANHS (2 story port./track & field/ paving/site work imp.)
 - Purchase orders document \$16,598,664 has been spent on the District Office
 - \$28,000 on SJHHS
- CUSD Board meeting: **Monday, September 11, 2006**, 3312 Valle Road
- Closed session scheduled 5-7 pm---Arrive by **7 pm**. You must complete a speaker card to address the board. Agenda item is public comments. You will have 3 minutes.

Report of the Newhart PTA Modernization Oversight Committee October 12, 2006

Background

The Newhart PTA is committed to ensuring that students at Newhart Middle School have access to a safe, healthy and secure environment. The Committee was established to expedite and prioritize the improvement of facilities at Newhart. The Committee issued its first report in May 2006 and a supplementary report in June 2006. This further report is to provide an update of developments since then and to provide a list of issues that remain outstanding. The Committee acknowledges that the District has made some improvements to the school over the summer; see Schedule A. However, serious issues still remain to be addressed.

Top issues impacting Newhart:

1. **Overcrowding**
2. **Old portables**
3. **Air Quality**
4. **Lunch and playground facilities**
5. **Inadequate number of bathrooms**
6. **Aged carpet**
7. **Lack of architectural plan**

1. **Overcrowding: Newhart is severely overcrowded; student numbers need to be reduced.**

The school was never designed as a Middle School. Increased enrollments resulted in the installation of portable classrooms. Currently Newhart has a student population of approximately 1,800 students. CUSD in its own document dated July 21, 2004 stated:

"In fact there are approximately 1,640 students at Newhart Middle School, which represents its total feasible capacity. The addition of 300 students is not possible at this school, since all available measures have already been used to maximize the student population (i.e. two-story portables)."

The District must urgently develop a strategy to significantly reduce the student population at Newhart. Overcrowding has an impact on all aspects of the school experience from too many students at lunch times and during break, too many students using too few bathrooms, long lunch lines, insufficient shade, and congestion and delays in the parking lot and surrounding streets at pick up and drop off times.

2. **Old portables: All portables older than 15 years have surpassed their useful life expectancy and should be removed and replaced with real buildings.**

This means that all portables, with the exception of P8 and the new P6, should be removed.¹ The Committee refers to the Report of the Executive Officer of the California State Allocation Board entitled "State Relocatable Classroom Program" dated June 22, 2005 in support of this recommendation.

3. **Air quality: All classrooms must receive sufficient outside air; all recommendations of the EESC Report dated September 20, 2006 must be implemented.**

A report by the District's own experts, Executive Environmental Services Corporation ("EESC") dated September 20, 2006 indicates that many classrooms at Newhart are not getting sufficient amounts of fresh air causing a build up of CO2 levels. This can lead to headaches and dizziness, and musty or mildew-like odor. The Committee is concerned that the fans installed to address this issue are noisy and are impacting teachers' ability to be heard in many classrooms. This

¹ It is noted that the old P6 was removed and replaced with a 7 year old portable from Wagon Wheel Elementary. P8 is 7 years old.

"quick fix" demonstrates a failure by the District to respond effectively to this serious issue which further highlights the urgent need to remove all aged portable classrooms. In the absence of an immediate resolution, teachers must be directed to open doors and windows to allow sufficient air into classrooms (see recommendation # 4 of the EESC Report). A copy of the report dated September 20, 2006 is Schedule B to this report. The issue of air quality is a current priority of the national PTA and it is addressed in an article entitled "Clearing the Air in Schools" in the magazine Our Children: The PTA National Magazine dated October/November 2006, pages 11-12; a copy of this article is Schedule C.

4. Lunch and Playground Facilities: lunch areas are severely overcrowded; lack of shade is a health issue.

The school has received some additional tables to allow more but not all students to sit at tables at lunch time. However, there are inadequate shade structures, lunch lines remain long and the lunch time experience for many students is not in accordance with PTA policies for healthy students. In addition, 7th and 8th grade students are not able to use the fields to exercise during lunch times. The administration has indicated that efforts are being made to employ additional lunch time supervisors, however, the delay in this process is unacceptable to the impact it has on approximately 970 students at lunch. The National PTA has a policy of encouraging students to exercise; this matter remains a high priority for students on the Newhart campus and the PTA should exercise leadership with a solution to this issue. This Committee recommends that the Newhart PTA establish a special committee to examine this issue and work with the administration and District to implement solutions.

5. Inadequate number of bathrooms: Newhart must comply with state minimum requirements.

Bathrooms on the 6th grade side were renovated over the summer. However, this side of campus does not have sufficient bathrooms. The district must address this issue to ensure that the school is compliant with minimum number of bathrooms based on the number of 6th grade students and their access to bathrooms. This Committee does not accept that 6th grade bathrooms can include the bathrooms on the 7th/8th grade side of campus. Based on the California State Toilet Requirements there are only sufficient bathrooms for 120 boys and 150 girls on the 6th grade side of campus. There are 566 students in 6th grade and at lunch times 265 7th grade students also have lunch on that side, a total of 830 students.

Currently there are not sufficient bathrooms on the 7th/8th grade side of campus. A new bathroom unit, replacing an old bathroom unit, was installed over the summer. The Committee expects that this side of campus will not be compliant until the new building is finished in January 2008.

6. Aged carpet: all carpet older than 10 years should be replaced.

The Committee understands that the carpet in the "B" building dates from 1980, when the school was built as an elementary school. The recommendation does not apply to carpet in portables slated for removal in the 2007 redevelopment.

7. Lack of architectural plan: an overall plan for the campus needs to be developed now.

The Newhart PTA and interested parents should be given an opportunity to participate in the plan to develop the campus. The school does not need ad hoc decisions and postponed decisions but a serious plan to develop the campus into a middle school appropriate for its size as soon as possible.

Schedule A

The first column lists previous findings, the middle column recommendations and the third column summarizes action taken or still to be taken. At the end of the table are specific matters relating to the bathrooms. Information in this report was gathered from correspondence received from the School District, the Principal of Newhart and observations of the Committee.

Findings	Recommendations	Action Taken
1. Use of Aged Portables		
<p>1.1 There has been an over reliance on aged portables as permanent classrooms. There are 39 old portables, two are 30 years old, three are 27 years old, 25 are more than 20 years old and the rest are 15-20 years old, with the exception of P8.</p> <p>1.2 There is no design/architectural plan for the campus as a whole.</p>	<p>1.1 All portables should be replaced by permanent structures to reflect the number of students based on CUSD projections. As noted above, CUSD expects student enrollment to be 1684 during the 2009/2010 school year. Additional permanent classrooms need to be built to replace existing aged portables in addition to the new two story classroom block approved by the School Board.</p> <p>1.2 An architectural concept plan should be developed for the entire campus.</p>	<p>1.1 P6 has been replaced with a 7 year old portable from Wagon Wheel Elementary. P1-4 are to be replaced by old portables over winter break 2006. Sixteen portables from the 7th/8th grade side of campus will be replaced. This will leave 18 old portables on the campus from January 2008. Committee has been advised that repair or replacement of other portables to be done as needed.</p> <p>1.2 The Committee has been informed that "Architectural plans are in the process of being developed." No further information has been provided.</p>
2. Condition of Portables		
<p>2.1 Many of the portables display evidence of neglect. There is obvious, and some cases significant, evidence of water damage, mold, and wood rot. Water damage is clearly visible on the exterior of many portables, as evidenced by holes in external walls, exposed foundations and rust. Evidence of water damage in the interior of many portable classrooms is evidenced by water marked ceilings and walls, water stained carpeting and rust to lighting fixtures; see Schedule A, Photographs.</p>	<p>2.1.1 The District should retain an expert to inspect ALL portables for mold, structural soundness, health risks, air quality such as exposure to mold and formaldehyde vapors.</p> <p>2.1.2 The district should conduct a thorough inspection of the campus and identify all areas that</p>	<p>2.1.1 On May 9, 2006 portables P1, P2, P3, P4, P6, 108, 109 and 135 were tested to measure airborne mold concentrations inside these classrooms. (108, 109 and 135 will not be in use after January 2008). No other portable classrooms were tested. These portables were tested again in August 2006 by EESC and this report indicated that many classrooms are not getting sufficient outside air leading to a build up of CO2.</p> <p>2.1.2 The Committee believes that areas of concern identified in its initial report of May 11,</p>

<p>2.2 The portables on 6th grade side of campus, P1 - P6 are in a serious state of disrepair. These portables are 27-30 years old. There is evidence of significant water damage to the interiors, including stained ceiling panels, unstable flooring, and mold, lifting panels, bubbling and peeling paint. There are gaps between adjoining walls and insulation is visible.</p> <p>2.3 The Committee has been informed that portables P1 - P6 are to be worked on during the summer break 2006. Over spring break 2006, repairs were made to the outside of portables P1 - P6. Since spring break some internal repairs were undertaken, including, painting and caulking.</p>	<p>need attention. Time frames for repairs must be set and adhered to. Necessary repairs must be undertaken urgently.</p> <p>2.1.3 The administration must establish and maintain a record of all work orders placed with the School District, to be available for inspection on request by the PTA or any interested parent.</p> <p>2.2 Portables P1 - P6 are not fit to be used as classrooms and need to be urgently replaced.</p> <p>2.3 The repair of 27-30 year old portable classrooms is not acceptable. A policy of performing significant repairs to portables that are 27 to 30 years old should not be followed. Repairing aged and damaged portables is not a good use of District funds. Money would be better spent replacing these portables.</p> <p>2.4 The District should inspect all portables for structural soundness before</p>	<p>2006 in relation to the condition of the portables were addressed over the summer break 2006.</p> <p>2.1.3 The Committee obtained copies of all work orders issued between 07/01/2002 and 08/08/2006.</p> <p>2.2 P6 has been removed and replaced by another old portable. Portables 1-4 are to be replaced over winter break 2006.</p> <p>2.3 The Report of the Executive Officer of the California State Allocation Board dated June 22, 2005 entitled "State Relocatable Classroom Program" concludes that as portable classrooms age the cost of maintaining them increases significantly. Specifically it noted "the majority of Relocatable components have a useful life expectancy that range between 10 and 20 years" (at page 5). Newhart has 25 portable classrooms that are 20 years old and 9 are between 15 and 20 years old. It is noted that 16 of these are expected to be replaced in January 2008. This still leaves 21 portable classrooms that are aged and becoming increasingly expensive to maintain. All portables older than 15 years should be removed.</p> <p>2.4 The Committee has been advised that portables uneconomical to</p>
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<p>2.4 The Committee is most concerned about the adequacy of these repairs and has serious concerns that repairs are being undertaken to portables that may not be structurally sound.</p> <p>2.5 All portables are in desperate need of painting. The administration has indicated that this will happen over the summer vacation 2006.</p> <p>2.6 HVAC systems do not appear to be receiving adequate maintenance.</p>	<p>investing money and time in performing repairs on aged portables.</p> <p>2.5 The Committee would like confirmation that painting will occur in the time frame indicated and further assurance that wood rot and water damage will be adequately and properly repaired before painting is undertaken. Again, the policy of performing repairs, including painting of portables which are 30 years old is questioned.</p> <p>2.6 HVAC systems must receive regular and ongoing inspection, maintenance, and cleaning.</p>	<p>be repaired are scheduled to be replaced i.e. P1-4.</p> <p>2.5 All portables, with the exception of 16 on the 7th/8th grade side due to be replaced, were painted over the summer break 2006.</p> <p>2.6 The District has advised: "Regular and ongoing inspection, as well as maintenance and cleaning of the HVAC system already take (sic) place."</p>
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3. Bathrooms

<p>3.1 The California Department of Education sets requirements for toilets in secondary schools. These are 1 urinal per 35 boys and 1 toilet per 40 boys. For girls, 1 toilet per 30 girls. Newhart bathroom facilities do not currently meet these requirements.</p> <p>3.2 The CUSD Board has approved additional bathrooms for the 7th/8th grade side of campus when the new two story building is built, which are due for completion in December 2007. The Committee does not have details of the number of proposed bathrooms. These new bathrooms will do nothing to alleviate the inadequate numbers of bathrooms on the 6th grade side.</p> <p>3.3 All bathrooms are in poor condition— see Photographs, Schedule A. There is evidence of</p>	<p>3.1 The school bathroom facilities must comply with minimum requirements established by the California Department of Education.</p> <p>3.2 The District must advise when Newhart will meet the California Department of Education minimum requirements.</p> <p>3.3 All existing bathrooms require renovation and maintenance. The District</p>	<p>3.1 The District "recognizes that the number of toilets is below the Title 24 Plumbing Code requirements and intends on resolving that discrepancy with the completion of the modernization projects. . . As part of this project 8 new fixtures for boys and 8 new toilets for girls will be added." If these new bathrooms are built they are expected to be ready by January 2008. See below for further comments.</p> <p>3.2 See comments to 3.1 above and further comments below.</p> <p>3.3 All bathrooms on the 6th grade side of campus have been completely</p>
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<p>plumbing leaks, mold; stall doors that do not lock, inadequate soap dispensers and poor ventilation. Because of the poor condition of the bathrooms, many students at Newhart avoid using the bathrooms at all, or use them as little as possible and "hold" on until they get home, or in some cases do not drink water in order to avoid the need to use the bathrooms.</p> <p>3.4 There are inadequate sanitary disposal units in the girls' bathrooms. There is no additional trash receptacle in the girls' bathroom.</p>	<p>should attend to repairs ASAP and complete renovation of existing bathrooms over the summer break 2006.</p> <p>3.4 Old sanitary disposal units must be removed and replaced as a matter of urgency, and additional trash bins installed in the girls' bathrooms. Sanitary disposal units must be installed in each stall.</p>	<p>renovated over the summer. On the 7th/8th grade side of campus the bathroom unit adjacent to room 20 has been replaced with a new unit.</p> <p>3.4 Done.</p>
4. Shade Facilities		
<p>4. There is inadequate shade for students. Sun exposure is a serious health risk (refer Schedule F, PTA Resolution Sun Safety: Skin Cancer Prevention Measures at School, May 2005 at www.capta.org).</p>	<p>4. Over summer 2006 the School District must install additional sun shade facilities sufficient for a student population in excess of 1850.</p>	<p>4. Over the summer the old wooden shade structure on the 6th grade side was removed and replaced with new shade structures. Quotes have been obtained for an additional shade structure on the 6th grade side of campus; the Newhart PTA has allocated \$8,000 to the cost of this additional shade structure. No additional shade has been provided for the 7th/8th grade side of campus. Shade is still inadequate throughout the campus and this issue remains a health issues that needs to be addressed as a priority.</p>
5. Multipurpose Room		
<p>5.1 The Multipurpose Room is inadequate for a school of over 1800 students; it has a maximum capacity of 390.</p> <p>5.2 The carpet in the Multipurpose Room is over 25 years old and is in need of replacement.</p>	<p>5.1 Plans for the campus must include an expanded Multipurpose Room.</p> <p>5.2 The carpet in the Multipurpose Room should be replaced with linoleum or polished concrete over summer 2006.</p>	<p>5.1 No action.</p> <p>5.2 The carpet in the MPR was cleaned over summer 2006; there is currently no plan for new carpet. The drapes in the MPR were cleaned.</p>
6. Lunch Concerns		
<p>6.1 There are 8 lunch service windows and some other service facilities e.g. "carts". The existing</p>	<p>6.1 Lunch service facilities must be adequate for a middle school of over 1850</p>	<p>6.1 The Committee is not aware of any changes to the lunch service facilities.</p>

<p>lunch service facilities were not built to accommodate a middle school, and certainly not a school of over 1850 students.</p> <p>6.2 Students have 35 minutes for lunch. 6th grade students were observed waiting over 20 minutes in line to buy their lunch (see Schedule H). In 2004-2005 14% of students received free and reduced lunch meals. This means that these students, and all other students buying lunch, have very little free time during the school day.</p> <p>6.3 There are an inadequate number of lunch time supervisors.</p> <p>6.4 There are inadequate lunch tables for students.</p> <p>6.5 Some lunch tables are damaged.</p> <p>6.6 The number of water fountains is inadequate. A number of water fountains are inoperable.</p>	<p>students.</p> <p>6.2 Lengthy lunch lines are not acceptable. The District must look at options to reduce the amount of time students wait to buy lunch and allow more student the opportunity to buy lunch; currently, many students just give up trying to buy and bring their lunch.</p> <p>6.3 Additional lunch time supervisors are required.</p> <p>6.4 The District must install additional lunch tables.</p> <p>6.5 Damaged tables must be replaced by the District.</p> <p>6.6 Additional water fountains must be installed. Existing water fountains must be cleaned and serviced.</p>	<p>6.2 The introduction of new payment systems since May 2006 has helped reduce the amount of time it takes students to buy their lunch, although the Committee would like to see further improvements and a further reduction in wait times, especially as many students have to wait in line in the full sun.</p> <p>6.3 The Committee has been informed that due to changes to the lunch time supervisors, 7th/8th grade students will have access to the 6th grade fields on a trial basis side once new supervisors have been retained. This has not yet been implemented.</p> <p>6.4 Ten additional tables were installed over summer. Thirty new tables have been ordered.</p> <p>6.5 Damaged lunch tables may be replaced when new tables arrive.</p> <p>6.6 Some existing older water fountains were replaced over summer 2006; no additional water fountains have been installed.</p>
7. Library		
<p>7. There is evidence of water damage on the ceiling in the Library.</p>	<p>7. The roof should be checked for leaks and once repaired the water damaged ceiling tiles replaced and the ceiling cavity and insulation inspected for water damage.</p>	<p>7. The Library roof was replaced and damaged water tiles replaced over the summer. In addition, new carpet was installed in the library and two adjacent classrooms.</p>
8. Window Coverings in Portables		
<p>8. Window coverings are important for sun protection, to reduce theft, and for security in the event of a lock down situation. Some teachers have installed their own window coverings in portable classrooms. These window coverings are not uniform in appearance and are not</p>	<p>8. The School District must install new window coverings on all classroom windows that comply with applicable fire and safety standards.</p>	<p>8. No action. The District has advised that it "does not install window coverings on classroom windows unless it is required for safety or instructional purposes." This policy should be</p>

be in compliance with applicable fire safety laws.		reviewed.
9. Trash Concerns		
9. There is a lot of trash on the campus. Custodians are meant to pick up trash. In addition, students are expected to pick up trash as punishment ("oops" slips). Having a clean campus may help students demonstrate a greater respect for the school and its facilities.	9. Directions should be given to custodians to pick up trash more regularly. As students are used to pick up trash they should be provided with disposable gloves. Additional soap dispensers and / or "Purell" dispensers must be made available in the bathrooms. In addition, "Purell" dispensers must be installed in all classrooms where there are not sinks for hand washing.	9. Trash on the campus will remain an ongoing issue with a large middle school. The Committee hopes that the issue can be monitored by the school's administration and kept in check during the school year. No action on the "Purell" dispensers.
10. Standing Water and Health Concerns		
10.1 There are areas of stagnant water around the campus. West Nile Virus has been identified in Mission Viejo. It is the responsibility of the School District to ensure that standing water is removed.	10.1 All standing water sources must be removed. The campus should be inspected for areas of standing water.	10.1 The Committee has observed that some areas with standing water were filled in. In addition, the District has advised that this issue will be further addressed when renovations to the 7 th /8 th grade side of campus start in summer 2007.
10.2 There are some broken or missing window screens.	10.2 Window screens should be inspected and damaged screens repaired and missing screens replaced.	10.2 The District has advised "Window screens are easily and frequently vandalized. The district does not have a replacement policy."
11. Playground Facilities		
11.1 In many areas the asphalt playground surface is uneven, making it unsafe for students to play on both at lunch time and during P.E.	11.1 The asphalt should be inspected and repaired to provide a smooth surface to ensure a safe environment for students.	11.1 The asphalt situation has further deteriorated over the summer. The asphalt needs immediate attention to avoid student injury especially in the basketball areas on the 7 th /8 th grade side of campus. This is an urgent safety issue.
11.2 Trucks drive on the asphalt to make deliveries and this may exacerbate the poor condition of the playground surface.	11.2 Consideration be given to alternative access points for trucks or methods of making deliveries.	11.2 The Committee has been advised that there is no other route available for delivery trucks.
12. Lockers		
12.1 Only students in 7 th and 8 th grade have access to lockers. They are usually shared between two students.	12.1 Additional lockers must be installed.	12.1 The District advises that "A school committee will investigate and make a recommendation about the

<p>12.2 Outside lockers are in poor condition.</p>	<p>12.2 Outside lockers need to be repaired and repainted or replaced.</p>	<p>feasibility of installing more lockers in the locker rooms.” 12.2 The Committee has been advised that “The lockers are repaired on a regular and as-needed basis. A work order will be completed to have them painted.”</p>
<p>13. Newhart PTA</p>		
<p>13.1 The Newhart PTA is committed to ensuring that campus facilities are adequate, safe, and healthy and secure for all existing and future students.</p> <p>13.2 The Committee was not able to inspect the inside of all classrooms.</p>	<p>13.1 The Committee should take an active role in the ongoing modernization process of Newhart, including liaising with the administration, the School District, and Mission Viejo City Council, and communicating with parents about the facilities and progress and timelines for improvements (see Schedule G, PTA lobbying and advocacy guidelines).</p> <p>13.2 The Committee should liaise with school administration and arrange a time inspect all classrooms when students are not present.</p> <p>13.3 The Newhart PTA should consider retaining an independent consultant to provide advice on Newhart facilities generally, including but not limited to structural soundness, air quality, health risks, portables, bathrooms, performance of HVAC (heating, ventilating, and air-conditioning) systems and ventilation of classrooms and/or review any reports obtained by the School District pertaining to these issues.</p> <p>13.4 The Committee should report back to the PTA at the October 2006 PTA meeting with a follow up report on work performed over the summer, including, work finished and work yet to be completed, and all other aspects covered in</p>	<p>13.1 The Committee intends to maintain its role in facilitating and expediting the modernization of the Newhart campus.</p> <p>13.2 The Committee has not yet inspected all classrooms. The Committee will liaise with the school administration to arrange this.</p> <p>13.3 Mission Viejo City Council has voted to spend \$15,000 to retain a consultant to inspect the Newhart campus. The Committee expects that the District will cooperate with any such consultant that inspects the campus.</p>

	<p>this report.</p> <p>13.5 The Committee should be a permanent committee within the Newhart PTA.</p>	
14. School Accountability Report Card		
<p>14. Newhart's School Accountability Report Card for 2003-2004 as published on the District website at www.capoused.org/sarcs/Newhart.pdf states: "The district maintenance staff ensures that the repairs necessary to keep the school in good repair are completed in a timely manner. The site custodians facilitate immediate repairs when feasible. A work order process is used to ensure services and emergency repairs are given high priority. Teachers submit a work order form to initiate repairs and this also provides a tracking system for the site administration. The custodial crew consists of one full time day custodian and 3-night time crew. The staff has developed a cleaning schedule to ensure a clean school." This statement is not accurate; procedures outlined are not been implemented.</p>	<p>14. The statement contained in the Accountability Report Card should be adhered to.</p>	<p>14. The Committee expects this will be done.</p>
15. "B" Building		
<p>15. The Committee believes that the carpet in the B Building is original i.e. dates from 1980.</p>	<p>15. The carpet in the B Building must be replaced.</p>	<p>15. No action.</p>
16. Duplication of Facilities		
<p>16. There are two separate lunch areas: on the 6th grade side there are 830 students (566 6th graders and 265 7th graders). On the 7th/8th grade side there are 972 students (580 8th graders and 392 7th graders).</p>	<p>16. Consideration should be given to changing existing lunch arrangements. Such changes could include: having three separate lunch periods; using one lunch area for all lunch periods which would alleviate the need of having facilities for 1800 students and may help alleviate concerns about adequate bathroom facilities if 6th grade students could access 7/8th grade bathrooms during lunch. Issues of adequate shade protection and heat generated from asphalt and landscaping should also be considered.</p>	<p>16. This should be part of the brief for the preparation of architectural plans for the campus.</p>

17. Environmental Issues		
17. The campus as a whole, and especially the portable classroom areas at the back of the campus, lacks architectural interest. There is little in the way of landscaping in the areas used by students (although it is noted that a small area on the 6 th grade side was landscaped over the summer). There is a serious lack of shade throughout the campus.	17. In developing the plans for the new two story building and in the developing the architectural plan for the campus, the whole experience for the students must be considered.	
18. Rodents and Termites		
18. Work orders from the school indicate that there is an issue with rodents and termites on the campus. Although the District has had notice of these issues it has not reacted in a timely manner to a serious health concern facing students and teachers.	18. This is a health issue that must urgently be addressed.	

Bathroom issues

The table below sets out the total bathroom facilities for students as at September 2006 and estimated bathroom facilities as at January 2008 (based on limited information provided by the District):

	Sept. 2006 and Jan. 2008	Sept. 2006	Jan. 2008
	6th grade side	7th / 8th grade side	7th/8th grade side
Boys	4 urinals	11 urinals	15 urinals (est.)
	3 toilets	7 toilets	11 toilets (est.)
	4 sinks	10 sinks	??
	2 soap dispensers	3 soap dispensers	??
	2 hand dryers	4 hand dryers	??
Girls	5 toilets	16 toilets	24 toilets
	4 sinks	11 sinks	??
	2 soap dispensers	3 soap dispensers	??
	2 hand dryers	4 hand dryers	??

On the 6th grade side of campus there is no proposed increase on the number of bathroom facilities. As a practical matter, 6th grade students do not have access to the 7th/8th grade side of campus and facilities on the 6th grade side of campus will remain well below California State requirements. Based on the California State Toilet Requirements there are only sufficient bathrooms for 120 boys and 150 girls on the 6th grade side of campus. As at October 2006 there were 566 students in 6th grade, 657 students in 7th grade and 580 students in 8th grade.



City of Mission Viejo

Office of the Mayor and City Council

Gail Reavis

Mayor

John Paul "J.P." Ledesma

Mayor Pro Tempore

Trish Kelley

Council Member

Lance R. MacLean

Council Member

Frank Ury

Council Member

February 2, 2007

Honorable School Board
Capistrano Unified School District
33122 Valle Raod
San Juan Capistrano, CA 92675

Re: Request that you terminate further proceedings on your proposed "Blanket" Environmental Impact Report on your proposed Five Year Master Plan program

Dear Chairman and Members of the Board:

We, the City Council of the City of Mission Viejo, write on behalf of the residents, parents and taxpayers of the City of Mission Viejo in regards to your ongoing consideration of the "blanket" Environmental Impact Report ("EIR") on your Five Year Master Plan program. While we appreciate the comprehensive planning nature of such a program, we do not believe that reliance on a single environmental assessment document suits the unique circumstances existing within your extensive and diverse jurisdictional boundaries. We believe such an effort to be subject to legal and practical infirmities and trust you will reconsider and terminate this suspect undertaking at your February 12, 2007 meeting.

We have reviewed and support the concerns expressed by the Rancho Santa Margarita City Council regarding this same issue. We hope you will carefully consider the fact that at least two cities have believed it necessary to petition you as regards the contemplated environmental analysis you are considering. We do support your undertaking a long range planning process to assess your needs on an integrated basis. However, due to the complexities in your district, the implementation, and environmental review should occur on a school-by-school basis. Each of these schools and cities differing circumstances requires, for prudent, transparent and credible governance and decision making, a site specific Environmental Impact Report that carefully assesses, with current and reliable information, the long range plans anticipated for each school site. Thereafter, with the benefit of the input of the various local stakeholders (the neighborhood, the City, and those attending the school) a reliable and mutually respected plan for the improvement and operation of each facility can be developed.

What is now being considered appears to calculatedly ignore the historic and current circumstances present at each site. This reality is reflected in your consultants many disclosures, including the indication that they would be able to save the District time and money by relying upon preexisting data. While preexisting information can contribute to establishing a baseline, a competent analysis should extend far beyond untested and perhaps suspect "off the shelf" data. Further, the need for careful scoping and thorough project descriptions makes a "one-size fits



all” environmental impacts document an unreasonable, and perhaps impossible task. At best your master plan should serve as a topical basis for a Master Environmental Assessment on a District-wide basis. Thereafter the District can prepare individual site specific EIRs using a reliable baseline. Further, to the extent such do not exist within the District’s regulatory instruments, the City of Mission Viejo requests that the District utilize the City of Mission Viejo’s criteria for the evaluation of projects and for the preparation of environmental analysis (reference California Public Resources Code Section 21082). Also, to the extent they are not yet adopted by the District, or may differ from the City’s criteria, we ask that you first develop and adopt, with public input, the thresholds of significance that the Districts will use to determine the significance and impact of its various actions. This should extend to impacts on housing (including affordable housing), transportation and the various municipal services that may be impacted by the District’s school facility and/or student population manipulation.

Finally, we ask that you adopt a policy wherein the District defers the use of the various statutory or categorical exemptions that may be available in the State CEQA Guidelines, unless and until the respective neighborhood and city that could be impacted are given prior notice and as opportunity to address the issue(s).

We recognize that a wide ranging set of requests is presented in this letter but hope that this recognition will demonstrate to the Board just how serious the issues are to this and other cities and further, how sincere this City Council is as to ensuring that this city’s residents are protected and benefited to the full extent of law and good governance practices.

We look forward to your terminating further consideration of your Five Year Master Plan EIR and instead working towards individual EIRs for each school site. As always, the Mayor and City Council stand ready to discuss these issues at your earliest convenience.

Respectfully submitted,

Mayor Gail Reavis

Mayor Pro Tem John Paul Ledesma

Councilmember Trish Kelley

Councilmember Lance MacLean

Councilmember Frank Ury

The image shows five handwritten signatures, each written over a horizontal line. From top to bottom, the signatures are: Gail Reavis, John Paul Ledesma, Trish Kelley, Lance MacLean, and Frank Ury. The signatures are in cursive and vary in ink color, including black and blue.



City of Mission Viejo

Agenda Report to City Council

Council Meeting Date: February 5, 2007

City Council Member: Ledesma

Agenda Title: Introduction and consideration of a loitering ordinance

Recommended Action: Introduce Ordinance 07-XXX Adding Section 11.16.090 to Chapter 11.16 of Title 11 of the Mission Viejo Municipal Code Prohibiting Trespass on Private Property

Discussion:

In response to complaints from residents and businesses regarding excessive loitering we should provide a better vehicle for businesses to preserve their property rights. The attached ordinance is based on a very similar ordinance that was passed by the City of Lake Forest and appears to be having a positive impact in that city.

ORDINANCE 07-246

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, ADDING SECTION 11.16.090 TO CHAPTER 11.16 OF TITLE 11 OF THE MISSION VIEJO MUNICIPAL CODE PROHIBITING TRESPASS ON PRIVATE PROPERTY

THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES ORDAIN AS FOLLOWS:

Section 1. Findings.

A. The City of Mission Viejo, as a general law city, is authorized by California Constitution Article XI, Section VII to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations. The City Council, as a policy, always seeks to ensure public safety is given the highest priority.

B. California Penal Code Section 602 prohibits trespass on private property and the interference with a lawful business being carried out on the property.

C. The City of Mission Viejo now desires to provide a property owner enhanced means by which they may regulate trespass on private property, by way of this Ordinance, to prohibit persons from remaining on private property without the consent of the owner(s).

Section 2. Ordinance: Amendment to Municipal Code.

Section 11.16.090 of Chapter 11 of Title 11 of the Mission Viejo Municipal Code is hereby added as follows:

“Section 11.16.090. Trespasses upon private property prohibited.

“(A) No person shall remain upon any private property or business premises, after being notified by the owner, owner’s agent, lessee, or by a peace officer acting at the request of any of the above to remove themselves and their possession therefrom. For purposes of this section a lessee includes a tenant in lawful possession of real property and a licensee.

“(B) No person, without permission, express or implied, from the owner, owner’s agent, or lessee, shall enter upon the private property or business premises after having been notified by the owner, owner’s agent, or lessee to keep off or keep away therefrom.

“(C) No person shall enter or remain upon posted private property without the permission, expressed or implied, of the owner, owner’s agent, or lessee of such posted property or premises.

“(D) Exceptions. This section shall not apply in any of the following instances:

“(1) Where its application results in or is coupled with an act prohibited by the Unruh Civil Rights Act or any other applicable provision of law relating to prohibited discrimination against any person on account of sex, race, color, religious, creed, ancestry, national origin, disability, medical condition, marital status, or sexual orientation;

“(2) Where its application results in or is coupled with an act prohibited by Section 365 of the California Penal Code, as the same may be amended from time to time, or any other provision of law relating to duties of innkeepers and common carriers;

“(3) Where its application would result in an interference with or inhibition of peaceful labor picketing or other lawful labor activities;

“(4) Where its application would result in an interference with or inhibition of any other exercise of a constitutionally protected right of freedom of speech such as (but not limited to) peaceful expressions of political or religious opinions, not involving offensive personal conduct; or

“(5) Where the person who is upon another’s private property or business premises is there under claim or color of legal right. This exception is applicable (but not limited to) the following types of situations involving disputes wherein the participants have available to them practical and effective civil remedies: marital and postmarital disputes, child custody or visitation disputes, disputes regarding title to or rights in real property, landlord-tenant disputes, disputes between members of the same family or between persons residing upon the property concerned up until the time of the dispute, employer-employee disputes, business-type disputes such as those between partners, debtor-creditor disputes, and instances wherein the person claims rights to be present pursuant to order, decree or process of a court.

“(E) As used in this section, “posted property” means any property at each corner of which, at each entrance to which, a sign is posted three feet above grade and said sign is composed of wood, metal or other equally substantial material, the face of which is not less than one square foot in area, and upon which, in legible letters not less than two inches in height in black against a white background, appear the words “PRIVATE PROPERTY – NO TRESPASS.” In addition, the sign may contain such other words as may be desired, indicating that trespassers are subject to prosecution. Where the area of such property exceeds one acre, the notice shall also be posted a multiple location which are at intervals of not more than three hundred feet along or near the boundaries thereof.”

Section 3. Compliance with California Environmental Quality Act.

The City Council finds that this Ordinance is not subject to the California environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 4. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 5. Effective Date.

This Ordinance shall become effective thirty (30) days from its adoption.

Section 6. Publication.

The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once in a newspaper of general circulation printed and published within the City of Mission Viejo, pursuant to all legal requirements.

PASSED, APPROVED AND ADOPTED this 19th day of February, 2007.

Gail Reavis, Mayor

ATTEST:

Karen Hamman, CMC
City Clerk

APPROVED AS TO FORM:

William P. Curley III,
City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF MISSION VIEJO)

I, Karen Hamman, CMC, City Clerk of the City of Mission Viejo, do hereby certify that the foregoing Ordinance No. 07-246 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 5th day of February, 2007, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 19th day of February, 2007, by the following vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

Karen Hamman, CMC, City Clerk