

CITY OF WILDOMAR
CITY COUNCIL AGENDA

3:00 P.M. – SPECIAL MEETING
WITH CONGRESSMAN CALVERT

FEBRUARY 21, 2013
Council Chambers
23873 Clinton Keith Road



Timothy Walker, Mayor
Marsha Swanson, Mayor Pro Tem
Ben Benoit, Council Member
Bob Cashman, Council Member
Bridgette Moore, Council Member

Gary Nordquist
City Manager

Thomas D. Jex
City Attorney

PLEASE TURN ALL PHONES & OTHER DEVICES TO VIBRATE/MUTE/OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

CALL TO ORDER – 3:00 P.M.

ROLL CALL

PUBLIC COMMENTS

1. **Discussion of Issues of General Interest and Concern with Congressman Calvert**

RECOMMENDATION: Staff recommends that the City Council discuss issues of general interest and concern with Congressman Calvert and direct Staff as deemed appropriate.

2. **Agreement with Lake Elsinore Unified School District Regarding Regency Heritage Park**

RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AN
AGREEMENT WITH LAKE ELSINORE UNIFIED SCHOOL DISTRICT
REGARDING REGENCY HERITAGE PARK

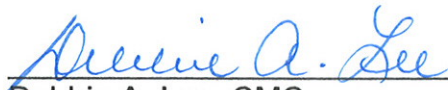
ADJOURN

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on February 15, 2013, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road,
U.S. Post Office, 21392 Palomar Street,
Mission Trail Library, 34303 Mission Trail Blvd.



Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #2

Meeting Date: February 21, 2013

TO: Mayor and City Council Members

FROM: Paula Willette, Community Services Manager

SUBJECT: Agreement with Lake Elsinore Unified School District Regarding Regency Heritage Park

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AN
AGREEMENT WITH LAKE ELSINORE UNIFIED SCHOOL DISTRICT
REGARDING REGENCY HERITAGE PARK

BACKGROUND:

On July 8, 2011 the City of Wildomar closed Regency Heritage Park. Students living on the east side of Regency Heritage Park have historically used the park to to cut through to enter William Collier Elementary School's side gate. With the closure of the park students have had to walk along Palomar Street and Corydon Road to get to school. The Principal from Wiliam Collier Elementary School asked the City of Wildomar to work on an agreement to allow passage through the park until such time the park was reopened. City staff has worked with the Lake Elsinore Unified School District allowing supervised transitional access from the gate on Autumn Oak Place to the school's side gate before and after school.

FISCAL IMPACTS:

There are no fiscal impacts

Submitted by:
Paula Willette
Community Services Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

- A - Resolution
- B - Lake Elsinore Unified School District Agreement
- C - Map of Pathway

Attachment A

RESOLUTION NO. 2013 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AN
AGREEMENT WITH LAKE ELSINORE UNIFIED SCHOOL DISTRICT
REGARDING REGENCY HERITAGE PARK**

WHEREAS, the City closed Heritage Regency Park on July 8, 2011; and

WHEREAS, William Collier Elementary School is located adjacent to Heritage Regency Park; and

WHEREAS, since the closure of Regency Heritage Park students have no access to walk through the park on their way to and from school; and

WHEREAS, the City of Wildomar and Lake Elsinore Unified School District have come together to support the students at William Collier Elementary with an accessible route to school; and

WHEREAS, the City anticipates the park will reopen at some point in the future, but in the interim the City and District desire to enter into an agreement to allow children attending William Collier Elementary and anyone escorting them to cross through the park during the morning and afternoon drop off and pick up times.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA DOES HEREBY RESOLVE:

Section 1. The City hereby grants District the right to open gates to the Regency Heritage Park in accordance with the terms and conditions set forth in the agreement, attached as Exhibit "B".

Section 2. District may open the gates to the park for the sole purpose of allowing children who attend the William Collier to travel across the park on their way to and from the school during the school's regular morning and afternoon drop off and pick up times.

PASSED, APPROVED, ADOPTED, this 21st day of February, 2013.

Timothy Walker
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Attachment B

TRANSITIONAL ACCESS AGREEMENT

This **TRANSITIONAL ACCESS AGREEMENT** (“Agreement”) dated as of _____, 2013 (“Effective Date”), is made by and between the CITY OF WILDOMAR, a California municipal corporation (“City”), and the LAKE ELSINORE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing pursuant to the laws of the State of California (“District”). The District and the City may hereinafter be referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. District operates William Collier Elementary School, located at 20150 Mayhall Drive, Wildomar, California (“School”).

B. The School is adjacent to a public park owned by the City commonly known as Regency Heritage Park (“Park”). The Park has been closed to the public since July 8, 2011. The Park is fenced in and can only be accessed by those with a key to the gates.

C. Prior to the Park’s closure, individuals frequently walked through the Park to go to and from the School.

D. The City anticipates that the Park will reopen at some point in the future, but in the interim the City and District desire to enter into this Agreement to allow children attending the school and anyone escorting them to cross through the Park during the morning and afternoon drop off and pick up times.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. TRANSITIONAL ACCESS TO THE PARK

City hereby grants District the right to open the gates to the Park in accordance with the terms and conditions set forth in this Agreement, including the following:

1.1 District may open the gates to the Park for the sole purpose of allowing children who attend the School to travel across the Park on their way to and from the School during the School’s regular morning and afternoon drop off and pick up times. Children crossing the Park may be accompanied by other individuals.

1.2 City will provide District with a key to the Park's gates, and District shall entrust that key with the appropriate School staff.

1.3 The Park gates may be unlocked during the following times:

Thirty minutes before the start of the school day until the start of the school day; Gates open at K-AM 8:10 a.m. and closes at for 8:50 p.m for K-AM. Gates open at 8:30 a.m. and close at 9:00 am for 1st grade through 5th.

(a) The end of the school day until thirty minutes after the end of the school day; Gates open for 1st grade through 5th grade at 3:12 pm and close at 3: 42 pm

(b) The end of the morning kindergarten session until the start of the afternoon kindergarten session. Gates open at 12:30 p.m. for the end of K-AM and open at 11:26 a.m. for the beginning of K-PM

1.4 At least one member of the School staff must be present to monitor students and those accompanying students traveling across the Park on their way to and from School during the time the gates are unlocked as specified in Sections 1.3, 1.3(a), and 1.3(b). The monitoring role of School staff is limited to students who attend the School and anyone accompanying them as they transition the Park to access School grounds.

2. TERM

This Agreement shall remain in effect for six (6) months from the Effective Date, or until such time as the City removes the gates and fencing from the perimeter of the Park and re-opens the Park to the public, whichever occurs first.

3. MAINTENANCE

3.1 District acknowledges that due to budgetary constraints the City does not maintain the Park. The Park is being provided to members of the public, including but not limited to students and those accompanying students "as is" and City makes no representations or warranties about the condition of the Park. This Agreement does not oblige the City to undertake any maintenance or repair work to facilitate the use of the Park pursuant to this Agreement.

3.2 District shall be responsible for picking up any debris or litter left in the Park by those crossing through the Park in a timely fashion. District shall not be responsible for any other maintenance or repair, and shall not be responsible for any damage caused by members of the public, including but not limited to students or those accompanying students, while such individuals are in the Park.

3.3 If the District determines that maintenance or repair work is needed for individuals to safely pass through the Park, District shall immediately cease unlocking the gates and allowing persons to pass through the Park pursuant to Section 1 of this

Agreement and notify the City. However, District has no obligation to inspect the Park. If City becomes aware of any maintenance or repair work is needed for individuals to safely pass through the Park, City shall notify the District immediately.

4. TERMINATION

Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party.

5. INDEMNIFICATION

5.1 District agrees to hold harmless, defend, and indemnify City against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City, its agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, arises out of the willful acts or omissions of District, its agents, servants, or employees. District shall not be liable for the acts or omissions of members of the public, including children attending the School and any persons that accompany them, that access the Park.

5.2 City agrees to hold harmless, defend, and indemnify District against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Park by City or its agents, servants, employees.

5.3 Notwithstanding anything to the contrary in this Agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

6. NOTICES

6.1 All formal notices, demands, and communications between the parties shall be given either by (i) personal service; (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery; (iii) facsimile transmission, confirmed by print-out of the transmitting machine to be retained in the sender's records, with original sent via first-class United States mail, postage prepaid; or (iv) mailing via first-class United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

If to District:

Lake Elsinore Unified School District

Attention: Gregory J.Bowers, Assistant Superintendent, Facilities & Operations Division
545 Chaney Street
Lake Elsinore, CA 92530

If to City:

City of Wildomar
Attention: Paula Willette
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

6.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at Noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

7. MISCELLANEOUS

7.1 No Assignment of Rights.

No rights which District or City has under this Agreement may be assigned to any other persons, or corporation without prior written approval of the party.

7.2 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

7.3 Entire Agreement.

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon written consent of the parties hereto.

7.4 Amendments.

The Parties agree that it may be desirable in the future to modify the rights and obligations of the Parties as set forth herein. Therefore, this Agreement may be modified or amended upon agreement of the Parties, by means of a writing duly executed by both Parties.

7.5 Joint Preparation.

This Agreement shall be deemed to have been prepared jointly by the parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

7.6 Waiver.

Failure by a Party to enforce any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction, or provision.

7.7 Severability.

If any section, provision, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining Articles, Sections, provisions, paragraphs, sentences, clauses and phrases contained herein shall not be affected thereby.

IN WITNESS WHEREOF, District and City have executed this Agreement as of the date first above written.

CITY:
City of Wildomar

Gary Nordquist, City Manager

ATTEST:

Debbie E. Lee, City Clerk

APPROVED AS TO FORM:

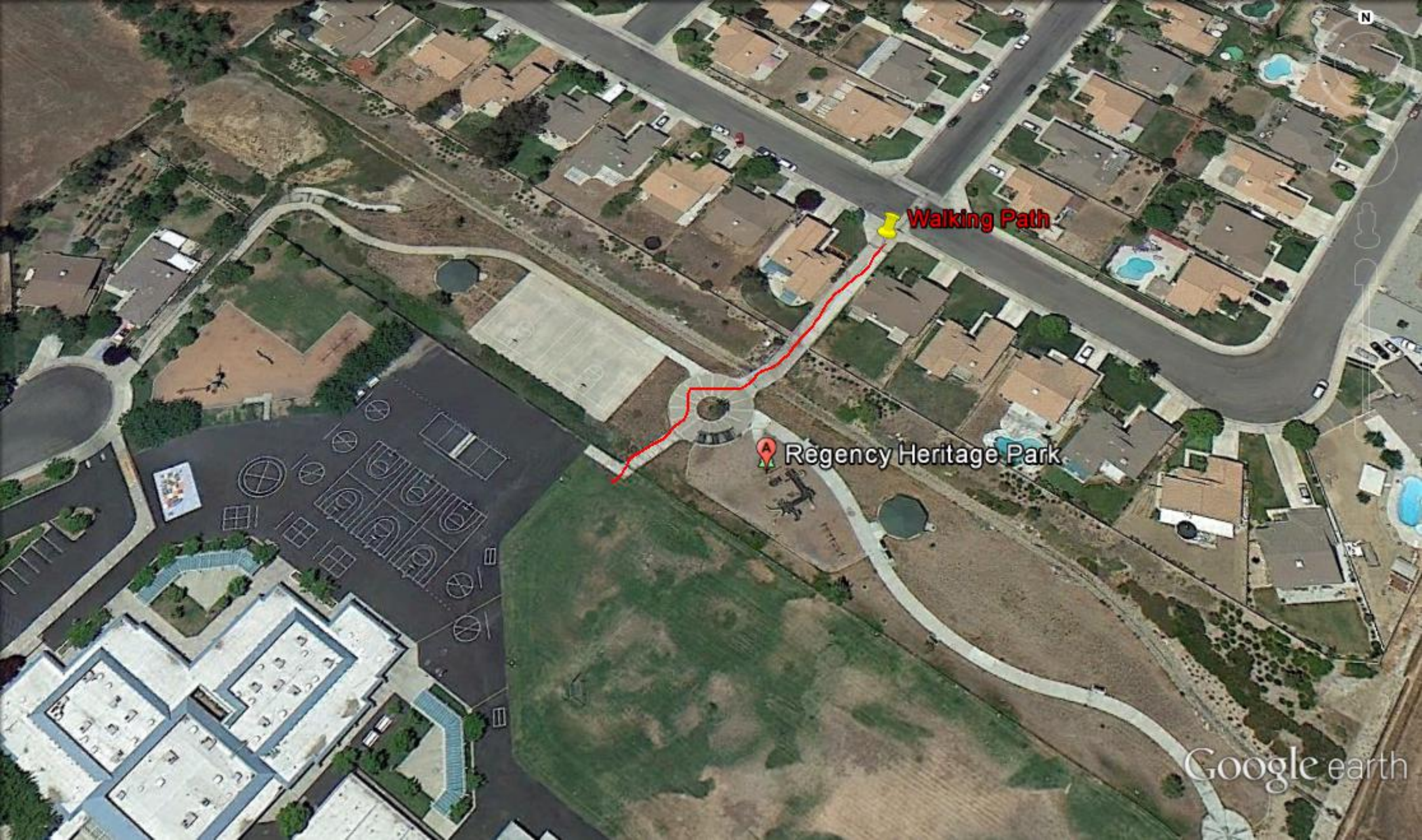
Thomas D. Jex, City Attorney

DISTRICT:

Lake Elsinore Unified School District

By: _____

Attachment C



Walking Path

Regency Heritage Park

Google earth