

(5/7)

K. Domer, 1001

APPROVED 5-2
(SULLIVAN, BARCROFT-NO)



CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 5/5/2014

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Fred A. Wilson, City Manager

PREPARED BY: Ken Domer, Assistant City Manager

SUBJECT: Approve and authorize execution of a Memorandum of Understanding (MOU) between the City of Huntington Beach and the Huntington Beach City School District regarding the transfer and development of the LeBard School Site

Statement of Issue:

To facilitate the eventual purchase and transfer of property currently owned by the Huntington Beach City School District (District), Staff is proposing to enter into a Memorandum of Understanding (MOU) containing deal points and a framework from which to move the project through the entitlement process and eventual purchase by the City.

Financial Impact:

The approval of a Memorandum of Understanding does not have a financial impact. The ultimate purchase of the approximate 6.6 acres of District property, if approved by the City Council at a future date, will cost approximately \$3,168,000 per the deal terms.

Recommended Action:

Approve and authorize the Mayor and City Clerk to execute the "Memorandum of Understanding Between the City of Huntington Beach and the Huntington Beach City School District Regarding the LeBard School Site."

Alternative Action(s):

Do not approve the Memorandum of Understanding and direct City Staff to either renegotiate the deal terms or terminate purchase discussions.

Analysis:

LeBard Elementary School was built in the 1960's for utilization by the Huntington Beach City School District (District). Due to declining enrollment, the District closed the school in 1980 and began to use the facility as their District headquarters. The District permits Seaview Little League (SLL) to utilize a portion of the school grounds for baseball fields on a temporary, year-to-year basis, at a minimal cost. Currently, the SLL maintains six baseball fields on the District property. Parking for SLL games is handled by the District's front parking lot, blacktop parking adjacent to the school buildings and fields, as well as the City's parking lot at the adjacent LeBard Park and on-street spaces. While the school fields are primarily used by SLL for baseball purposes, there is some minimal open field area on the west side of the school site that is accessed from Cynthia Drive to the south and Crailet Drive to the north that is used by residents of the adjoining neighborhoods.

The General Plan designation of the school site is "Public" with an underlying designation of "residential-low density" (P-RL). Within the City's current General Plan, "Public" land use is defined as, "Governmental administrative and related facilities, such as public utilities, schools, public parking lots, infrastructure, religious and similar uses." The underlying designation of RL is defined as, "Single family residential units; clustered zero-lot line developments; and "granny" flats." The zoning of the school site is "Public-Semipublic (PS)." This PS district provides areas for large public or semipublic uses, to include schools, parks, and other uses as listed in Zoning Code section 214.06.

The City owns and maintains the adjacent LeBard Park, which is approximately 3 acres in size. The park has 38 parking spaces, two tennis courts, meeting room/concession building, tot lot and general open space. As opposed to the school site, the City park has a land use designation of "Open Space-Park" and is zoned "Open Space-Parks and Recreation" sub-district. Between the City park and the Santa Ana River is an accessible Southern California Edison (SCE) easement area of approximately 2 acres that has a land use designation of "Public" and is zoned "Residential low-density." This easement area contains two electrical towers and is generally vacant space; however, there are plans for "phase II" improvements to LeBard Park which show the vacant easement area being improved with an open turf area, walking paths, and general landscaping improvements.

On March 10, 2008, the City received notice from the District that LeBard School was declared surplus property. On April 7, 2008, the City Council approved Resolution 2008-22 which resolved that public land in the vicinity of the school site was inadequate to meet existing and future needs of the community for recreational purposes and authorized the City Manager to begin negotiations with the District for purchase of the site. General discussions between the District and City regarding the LeBard School site have taken place over the years to include offers to the District, all of which were not successful. On December 9, 2013, the City Council held a Study Session based on more current discussions with the District and the City Council provided direction to Staff regarding potential terms for the purchase of certain acreage at the site as well as to allow the development of other acreage for residential purposes.

At this time, the District proposes to utilize the existing footprint of the school buildings and blacktop area for the development of fifteen (15) single family residential homes on comparable lots to the adjacent neighborhood and within the development standards of the low-density residential (RL) zoning designation. The intent is to create a residential development that fits within the current residential neighborhoods to include public streets and sidewalks separated from the street by landscaped parkways.

A Memorandum of Understanding between the District and City is needed to provide a framework and general understanding as to how the City and District will proceed to reach an agreement for District property to be purchased by the City. The general MOU deal points have been disclosed in an open session item on April 29, 2014, at the District Board of Trustees, and are now for the City Council's consideration. The general MOU deal points are as follows:

1. District will process the necessary entitlements for a subdivision for 15 single family homes on the existing LeBard school footprint and the design and installation of park amenities (ball fields), parking improvements, walkways, parkways, irrigation, water quality improvements, and walls and fences.
2. City will process the entitlement applications in an expeditious and efficient manner.

3. If entitlements are approved, the City will begin the process to purchase 6.6 acres currently owned by District. Purchase price is set at \$480,000 per acre (\$3,168,000) based upon District appraisal and use of Naylor Act provisions. District will agree that purchase payments can be made over a five-year term, in equal annual installments of \$633,600.
4. City acknowledges that the Naylor Act allows cities to purchase surplus school property at 25% of the appraised value and that not more than 30% of the total surplus school acreage owned by the school district may be purchased at the reduced value. To apply the reduced value to the entire 6.6 acre Open Space Parcel, City and District agree that the surplus property included in the calculation were the following school sites: LeBard School (9.7 acres), Burke School (7.72 acres), and Gisler School (13.92 acres), bringing the total surplus acreage to 31.34 acres. Thirty percent of this acreage equals 9.4 acres. The City agrees that with the purchase of these 6.6 acres, a total of 2.8 remain at these locations for consideration of the reduced price per the Naylor Act. If, at any time in the future, the District re-opens a school used in this calculation, the District and City agree to recalculate the Naylor Act surplus/deficit.
5. District intends to sell the subdivided property to a home builder. The home builder will be responsible, at their sole expense, to process all necessary approvals for the development of 15 single family homes, including architectural design review.
6. District will agree to construct, at their sole expense, parking lot improvements sufficient for the Little League fields and LeBard Park, snack bar and storage; water quality improvements required; and trees, walkways, parkways, irrigation, walls and fences. The estimated cost for these improvements, including contingency, is \$607,000.
7. City and District agree on the following order of events, if the entitlements are approved:
 - A. City and District enter into purchase and sale agreement which may contain the following:
 1. City and District open escrow on Open Space Parcel within 60 days of approval of all entitlements, with City depositing first year purchase payment into escrow.
 2. District draws upon escrow account to fund agreed upon improvements to Open Space Parcel. Should improvements exceed the funds in escrow, District shall be responsible to fund balance of improvements.
 3. Upon completion of all improvements and all other conditions of escrow, escrow closes.

If the MOU is approved, the District will begin the process of submitting the necessary documents to the City for entitlements. The City and District will enter into a formal property transfer agreement solidifying the deal points in the MOU including memorializing those listed in 7. A. above. Upon final approval, escrow will open on the acreage to be transferred and the City will deposit the first year purchase payment. Around this same time the District will conduct a process to select a developer of the 15 unit residential development. The District will also select a developer (or same) to conduct the agreed upon improvements to the acreage to be transferred. Upon completion of all improvements (excluding residential development) the property will be transferred to the City for inclusion as additional LeBard Park acreage. From this time on, the SLL will enter into a lease with the City for continued utilization and maintenance of the recreational ball fields.

Environmental Status:

Not applicable for the approval of this Memorandum of Understanding.

Strategic Plan Goal:

Enhance quality of life

Attachment(s):

1. "Memorandum of Understanding Between the City of Huntington Beach and the Huntington Beach City School District Regarding the LeBard School Site"
2. Exhibit A to MOU - 15 Dwelling Unit Conceptual Plan with Improvements (DRAFT)

**MEMORANDUM OF UNDERSTANDING BY BETWEEN THE CITY OF HUNTINGTON
BEACH AND THE HUNTINGTON BEACH CITY SCHOOL DISTRICT REGARDING THE
LEBARD SCHOOL SITE**

This Memorandum of Understanding (hereinafter "MOU") is made by and between the City of Huntington Beach, a California municipal corporation (hereinafter "City"), and the Huntington Beach City School District (hereinafter "District"). City and District may sometimes be hereinafter collectively referred to as the "Parties" or individually as the "Party."

WHEREAS, the Parties desire to memorialize a conceptual agreement framework to work cooperatively and to coordinate the future development of LeBard School (hereinafter "the Site") in the City of Huntington Beach, and the purchase of a portion of the Site (hereinafter "the Open Space Parcel") by the City,

NOW, THEREFORE, the Parties do hereby agree as follows:

1. PURPOSE.

The purpose of this MOU is to express the Parties' conceptual agreement regarding the future development of the Site and the purchase of the Open Space Parcel by the City and other related issues. Specifically, the Parties are in conceptual agreement on the following matters:

A. District will submit, at its sole cost and expense, the necessary entitlement applications for a subdivision of fifteen (15) single family homes on the existing LeBard school building footprint on the Site, the relocation of one T-Ball field and backstop, the design and installation of parking improvements sufficient to meet parking demand for both the Little League Fields and LeBard Park, and for walkways, parkways, irrigation, water quality improvements, walls and fences, all as preliminarily depicted on District's conceptual site plan, a copy of which is attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein.

B. City will process the aforesaid entitlement applications in an expeditious and efficient manner.

C. If the entitlements described in Paragraph 1A above are approved, City will purchase the Open Space Parcel, consisting of the 6.6 acres currently used by the Little League, for the amount of \$480,000 per acre, or a total of \$3,168,000. Said price is based upon District's appraisal price as adjusted by the provisions of the Naylor Act. District agrees that the purchase price may be made in annual payments over a five year term, in equal installments of \$633,600.

2. APPLICATION OF NAYLOR ACT.

The Parties acknowledge that the Naylor Act allows cities to purchase surplus school property at twenty-five percent (25%) of the appraised value, and that not more than thirty percent (30%) of the total surplus school acreage owned by the District may be purchased at the reduced value. To apply the reduced value to the entire 6.6 acre Open Space Parcel, City and District agree that the surplus property included in the calculation were the following school sites: LeBard School (9.7 acres), Burke School (7.72 acres), and Gisler School (13.92 acres), bringing the total surplus acreage to 31.34 acres. Thirty percent (30%) of this acreage equals 9.4 acres. The Parties agree that with the purchase of the 6.6 acre Open Space Parcel, a total of 2.8 acres at Burke and Gisler Schools remain for consideration of purchase at the reduced price per the Naylor Act. If District reopens Burke or Gisler Schools for public school use, City and District shall agree upon a recalculated Naylor Act surplus/deficit acreage amount to be used for future transactions.

3. SUBSEQUENT SALE OF DEVELOPMENT SITE.

District intends to sell the subdivided property to a home builder. The home builder will be responsible, at its sole cost and expense, to process all necessary approvals, including architectural design review, for the development of 15 single family homes on the remainder of the Site.

4. CONSTRUCTION OF PARKING AND OTHER IMPROVEMENTS.

District agrees to construct, at its sole cost and expense, the following parking and other improvements to benefit the Open Space Parcel: parking lot improvements sufficient for the Little League fields and LeBard Park; the relocation of one T-Ball field and backstop; construction of the Little League snack bar and storage; installation of all required water quality improvements; and installation of trees, walkways, parkways, irrigation, walls and fences as shown on Exhibit "A" hereto. The estimated cost for these improvements, including contingency amounts, is \$607,000.

5. SCHEDULE OF PERFORMANCE.

City and District agree on the following order of events, if entitlements for the development of the Site are approved:

A. City and District shall open escrow ("the Escrow") on Open Space Parcel within 60 days of final approval (and expiration of all appeal periods) of all approved entitlements. The Parties intend to enter into a subsequent Purchase Agreement for the Open Space Parcel, which agreement shall include further joint escrow instructions consistent with this MOU. Within ten (10) days following the commencement of the Escrow, City shall deposit its first annual purchase payment in the amount of \$633,600 into the Escrow.

B. District may draw upon the Escrow account to fund the agreed upon improvements to Open Space Parcel. Should the cost of the improvements exceed the funds in Escrow, District shall be responsible to fund balance of improvements.

C. Upon completion of all improvements to the Open Space Parcel, and all other conditions of escrow that may be agreed upon by the Parties, the escrow officer shall be authorized to close the Escrow and pass title to the Open Space Parcel to City.

6. COORDINATION AND CONSULTATION.

All coordination, assistance and services rendered in furtherance of this MOU will be carried out in compliance with the objectives and responsibilities of the Parties. Nothing in this MOU shall be construed in conflict with the responsibilities of any Party as defined in Federal, State, or local law, statute, regulation, or any Parties' policies and procedures. The Parties will exchange information and consult with each other before implementing the provisions hereof that may affect the ability of any other party to perform under this MOU.

7. ROLES AND RESPONSIBILITIES.

The Parties shall each designate in writing a single point of contact to ensure their respective responsibilities are satisfied. All future correspondence regarding this MOU shall be directed to the designated single points of contact.

8. EFFECTIVE DATE, TERMINATION AND MODIFICATION.

This MOU will become effective when approved by the City Council of City and Board of Trustees of District. This MOU may be terminated by either Party upon thirty (30) days prior written notice to the other Party. This MOU may only be amended by written instrument executed by both Parties. This MOU supersedes all previous offers, agreements, negotiations, understandings, and memorandums of understanding between the parties, whether oral or written. Notwithstanding, this MOU shall be deemed automatically terminated as of the date in which both Parties have approved and executed the Purchase Agreement described in Paragraph 5A above.

9. MUTUAL INDEMNIFICATION.

City and District each agree to mutually indemnify and hold each other harmless from and against all claims, causes of action, demands, losses and liability for injury to any person or damage to any property to which the other may be subjected to the extent that the same are the result of an error,

omission or negligent act of the other, its officers or employees, or any other agent acting pursuant to its control and performing under this MOU. Each Party agrees to defend, indemnify and hold harmless the other Party, their elected officials, agents, officers and employees, from all costs, damages, liability and claims caused by or arising out of or related to that Party's negligence or willful misconduct. To the extent that more than one Party is determined to have been negligent, the Parties agree that each Party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other Party from that share.

10. ASSIGNMENT.

This MOU or any interest of either Party herein shall not at any time after the date hereof, without the prior written consent of the other Party, be assigned or transferred to any other person or entity. Each Party shall at all times remain liable for the performance of the covenants and conditions to be performed by it pursuant to this MOU, notwithstanding any assignment or transfer which may be made.

11. NOTICES.

All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other shall be in writing and shall be sufficiently given and served upon the other Party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

To City:

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attn: City Manager

To District:

Huntington Beach City School District
20451 Craimer Lane
Huntington Beach, CA 92646
Attn: Superintendent

Either Party may change its address or contact person by giving written notice to the other Party.

12. VALIDITY.

If any one or more of the terms, provisions, promises, covenants or conditions of this MOU shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this MOU shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13. NON-DISCRIMINATION.

Both City and District covenant by and for themselves, their administrators and assigns, and all persons claiming under or through them, that in the performance of this MOU there shall be no discrimination because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status or disability in accordance with the requirements of applicable State law.

14. WAIVER.

The failure of either Party to insist upon strict performance of any of the terms, conditions or covenants in this MOU shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

15. COUNTERPARTS.

This MOU may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same MOU.

16. ATTORNEYS' FEES.

In the event suit is brought by either Party to enforce the terms and provisions of this MOU or to secure the performance hereof, each Party shall bear its own attorneys' fees. The prevailing Party in such action or proceeding shall not be entitled to recover its attorneys' fees, court costs and reasonable out-of-pocket expenses.

17. INTERPRETATION.

The language in all parts of this MOU shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties hereto acknowledge and agree that this MOU has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each Party has independently reviewed this MOU with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this MOU, this MOU shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction shall be utilized.

REST OF PAGE INTENTIONALLY LEFT BLANK

18. ENTIRETY.

The foregoing, and Exhibit "A" attached hereto, set forth the entire MOU between the Parties.

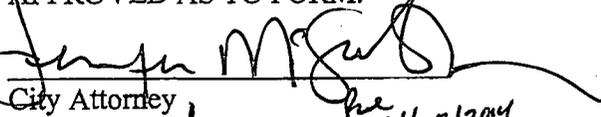
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their authorized officers on MAY 05, 2014.

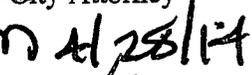
CITY OF HUNTINGTON BEACH,
A California municipal corporation


Mayor

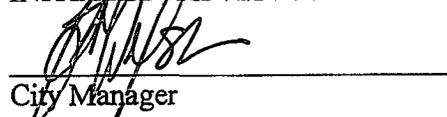

City Clerk

APPROVED AS TO FORM:

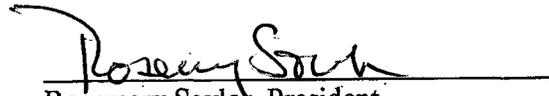

City Attorney

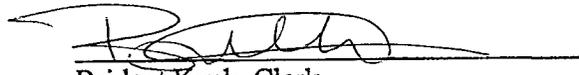

JM H 28/14

INITIALED, REVIEWED AND APPROVED:


City Manager

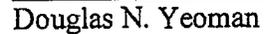
HUNTINGTON BEACH CITY SCHOOL
DISTRICT, a public body


Rosemary Saylor, President
Board of Trustees


Bridget Kaub, Clerk
Board of Trustees

APPROVED AS TO FORM:
Parker & Covert LLP

COUNTERPART


Douglas N. Yeoman
Attorney for District

18. ENTIRETY.

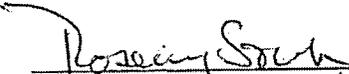
The foregoing, and Exhibit "A" attached hereto, set forth the entire MOU between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their authorized officers on _____, 2014.

CITY OF HUNTINGTON BEACH,
A California municipal corporation

HUNTINGTON BEACH CITY SCHOOL
DISTRICT, a public body

Mayor



Rosemary Saylor, President
Board of Trustees

City Clerk

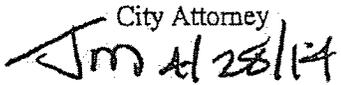


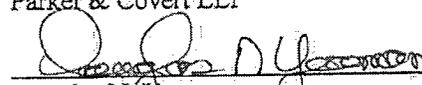
Bridget Kaub, Clerk
Board of Trustees

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Parker & Covert LLP

City Attorney

 *per 4/28/2014*



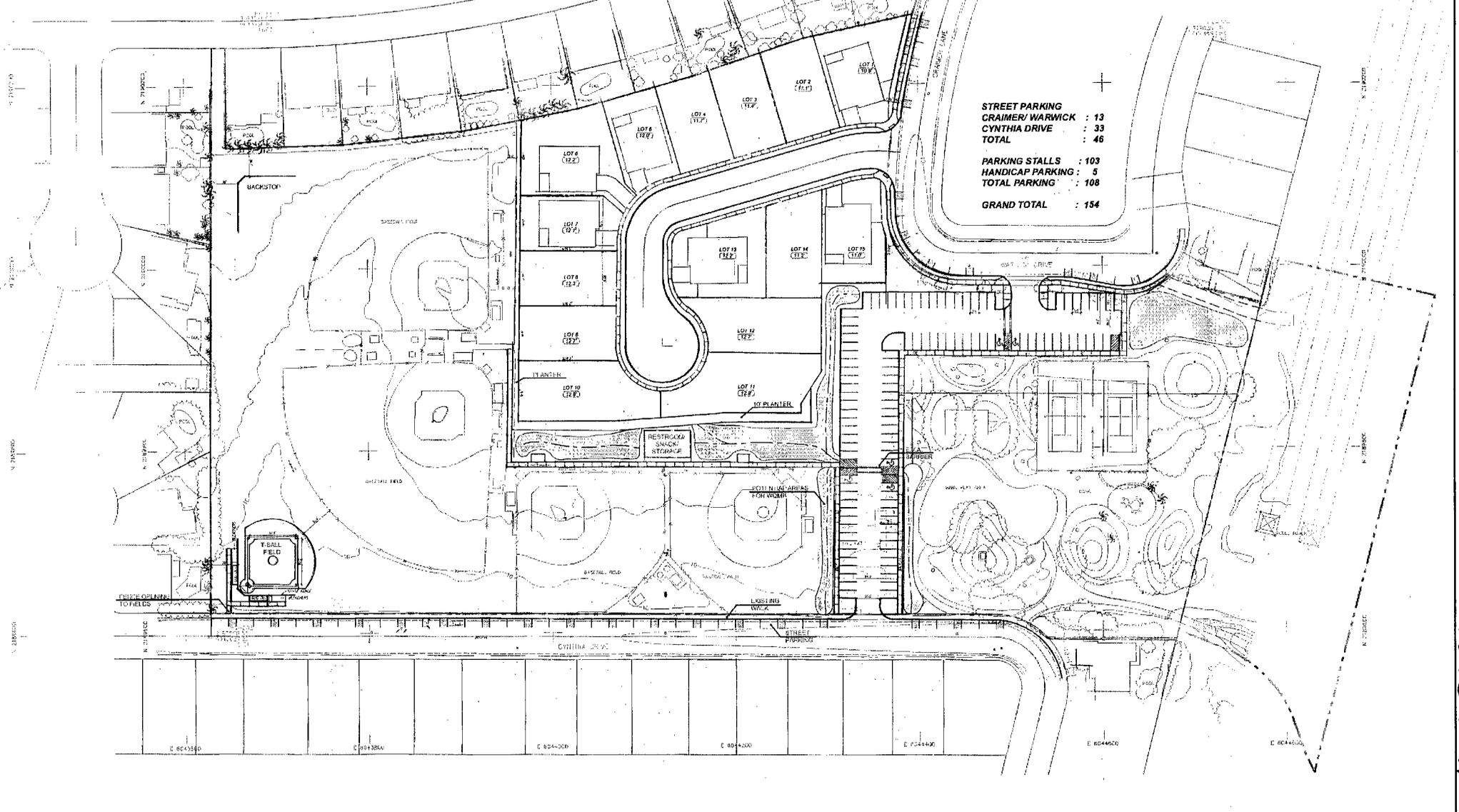
Douglas N. Yeoman
Attorney for District

INITIATED, REVIEWED AND APPROVED:

City Manager

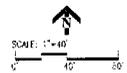
COUNTERPART

CONCEPT PLAN ONLY



STREET PARKING	
CRAIMER/WARMICK	: 13
CYNTHIA DRIVE	: 33
TOTAL	: 46
PARKING STALLS	: 103
HANDICAP PARKING	: 5
TOTAL PARKING	: 108
GRAND TOTAL	: 154

EXHIBIT 1A1



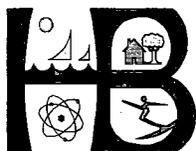
Prepared by:

 TRG Land
 The Leader in Site Planning & Design

Applied to:
 HUNTINGTON BEACH CITY SCHOOL DISTRICT
 2047 CRAINER LANE
 HUNTINGTON BEACH, CA 92649
 714 964 2838
 www.trgland.com

**15 LOT - PLAN
 LE BARD
 HUNTINGTON BEACH, CA**

Date: 04-01-14
 Sheet 1 of 1



CITY OF HUNTINGTON BEACH

Inter-Office Memo

TO: Joan Flynn, City Clerk

FROM: Ken Domer, Assistant City Manager

DATE: May 5, 2014

SUBJECT: SUPPLEMENTAL COMMUNICATION REGARDING ITEM #11

Two items of supplemental communication regarding Request for Council Action #11:

- The attached correspondence was received from Scott Dater, Vice President of Seaview Little League, on Saturday, May 3, 2014.
- The attached Powerpoint presentation will be utilized during the presentation of RCA #11.

Please include these items with the Supplemental Communications provided to the City Council.

Thanks.

SUPPLEMENTAL COMMUNICATION

Meeting Date: 5-5-2014

Agenda Item No. 11

From: [Scott Dater](#)
To: [Domer, Ken](#)
Cc: [Jon Napier](#)
Subject: Lebard Park
Date: Saturday, May 03, 2014 9:25:58 AM

Ken,

I am writing to you in regards to the upcoming City Council meeting where the future plans of Lebard Park will be discussed. I am traveling on business and unable to attend, but would request this email be submitted for public record.

As a representative of the Seaview Little League Board and a 7 year member of the league, I would like to offer both my support and concerns over the future of our fields at Lebard Park.

Based on the most recent proposal I have seen from the HBCSD land planner, it indicates that 15 housing pads will be placed at the current location of the school districts headquarters building and new parking will be located where we currently have our tball and coach pitch fields. As I appreciate the reduced quantity of home sites to minimize the overall impact to our league, I have extreme concerns over the removal of two of our lower division baseball fields. Although one of the fields (tball) is indicated to be relocated, we will loose a field that currently has over 120 players participating on it with no place to put them in the future plans. Along with losing a field, the proposed location of the tball field behind our majors outfield raises safety concerns for the players and families of the tball division due to homeruns flying over the fence into the proposed field and spectator area.

Seaveiw Little League has provided a home for tens of thousands of kids over the years and we have gone through much effort and cost to provide the safest and best playing fields in District 62. The countless hours of volunteers and community support have made Seaview more than just a little league, it has become a family. As we have all become to familiar with in the past several years, open space and safe and secure locations for our kids to play and grow are quickly disappearing. We as a community need to do all that we can to provide these spots and encourage our kids to be outside playing sports with their friends and learning the meaning of sportsmanship and teamwork.

We are not asking for any of the home sites to be removed to make the project less desirable to a proposed developer, however we would like to request the City and HBCSD find an alternative to placing parking over two of our little league fields.

We as a league are fully aware that the sale of the school site is moving forward and are prepared to be an active participant with all parties and support the process as it moves forward. As we always have, we also want to be good neighbors to the surrounding neighborhoods and find a solution that will benefit all parties. Please feel free to contact me at any time to further this discussion.

Thank you for taking the time to address this important issue.

Regards,

Scott Dater

Vice President
Seaview Little League
yp@seaviewlittleleague.com

Proposed Memorandum of Understanding between City and HBCSD

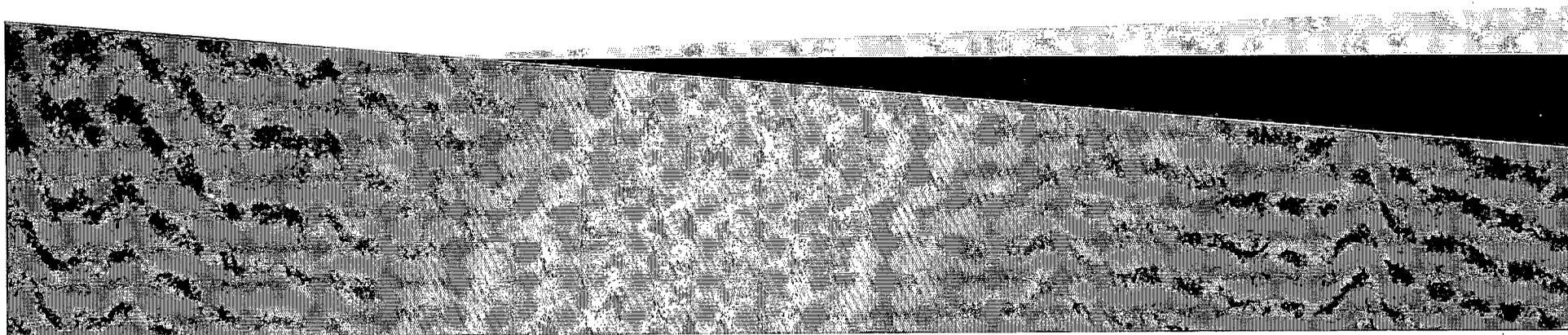


LeBard Property

May 5, 2014 -- City Council

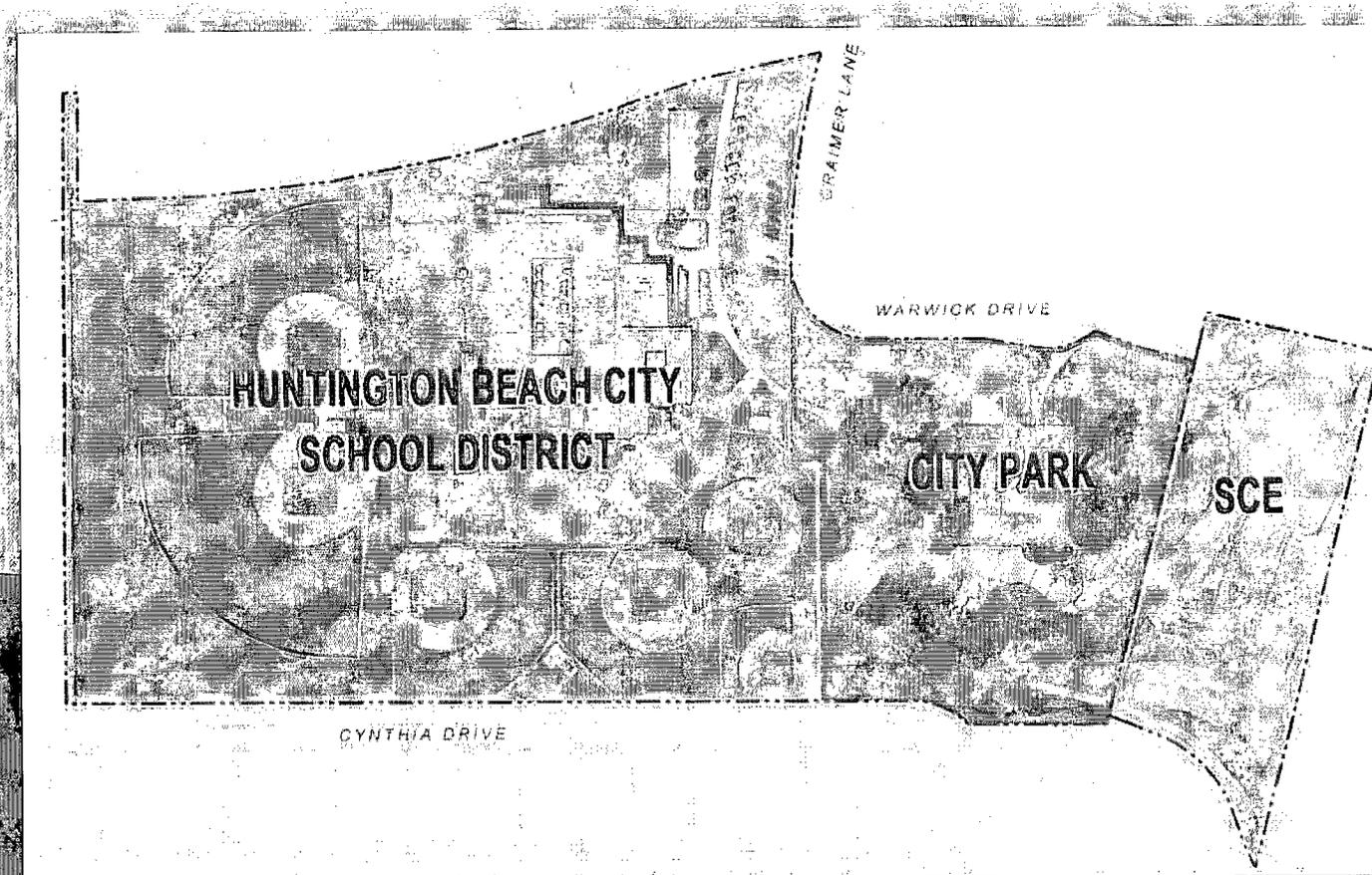
Key Issues

- LeBard Elementary School – built in 1960's, closed in 1980 and used as school district headquarters.
- 2008 City received notice of surplus properties.
- City approved Resolution 2008–22 authorizing negotiations.
- Seaview Little League leases District property at LeBard (6 fields)
- Proposed for City to purchase 6.6± acres to add to adjacent LeBard Park. Remaining District property to be sold, after entitlements, to residential developer for 15 unit SFR development.
- Overall deal to balance multiple needs/wants: City, District, Neighbors, Seaview Little League, Park users.



Key Issues

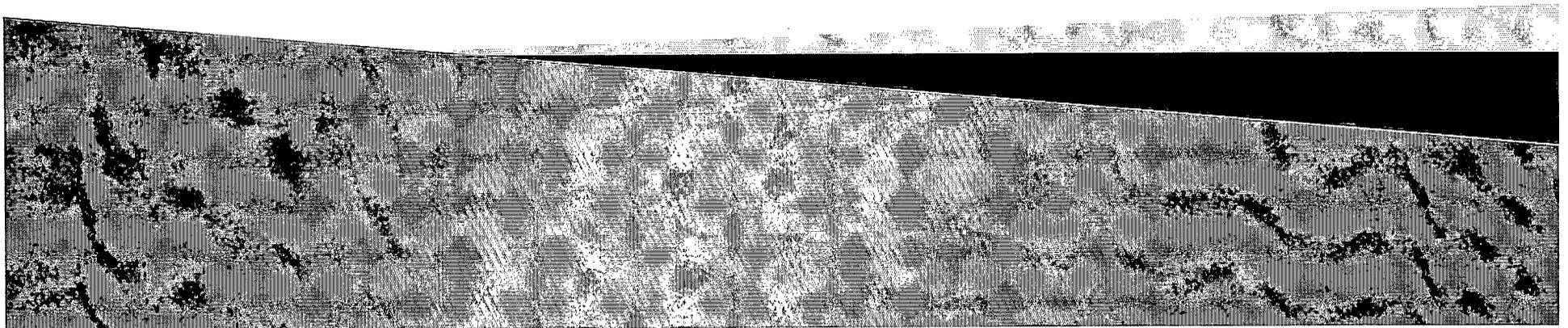
- Area considered for purchase is District property.
- No or limited improvements to City park nor to diminish potential for 'phase II' park improvements utilizing SCE easement area.
- District could sell entire property if desired.



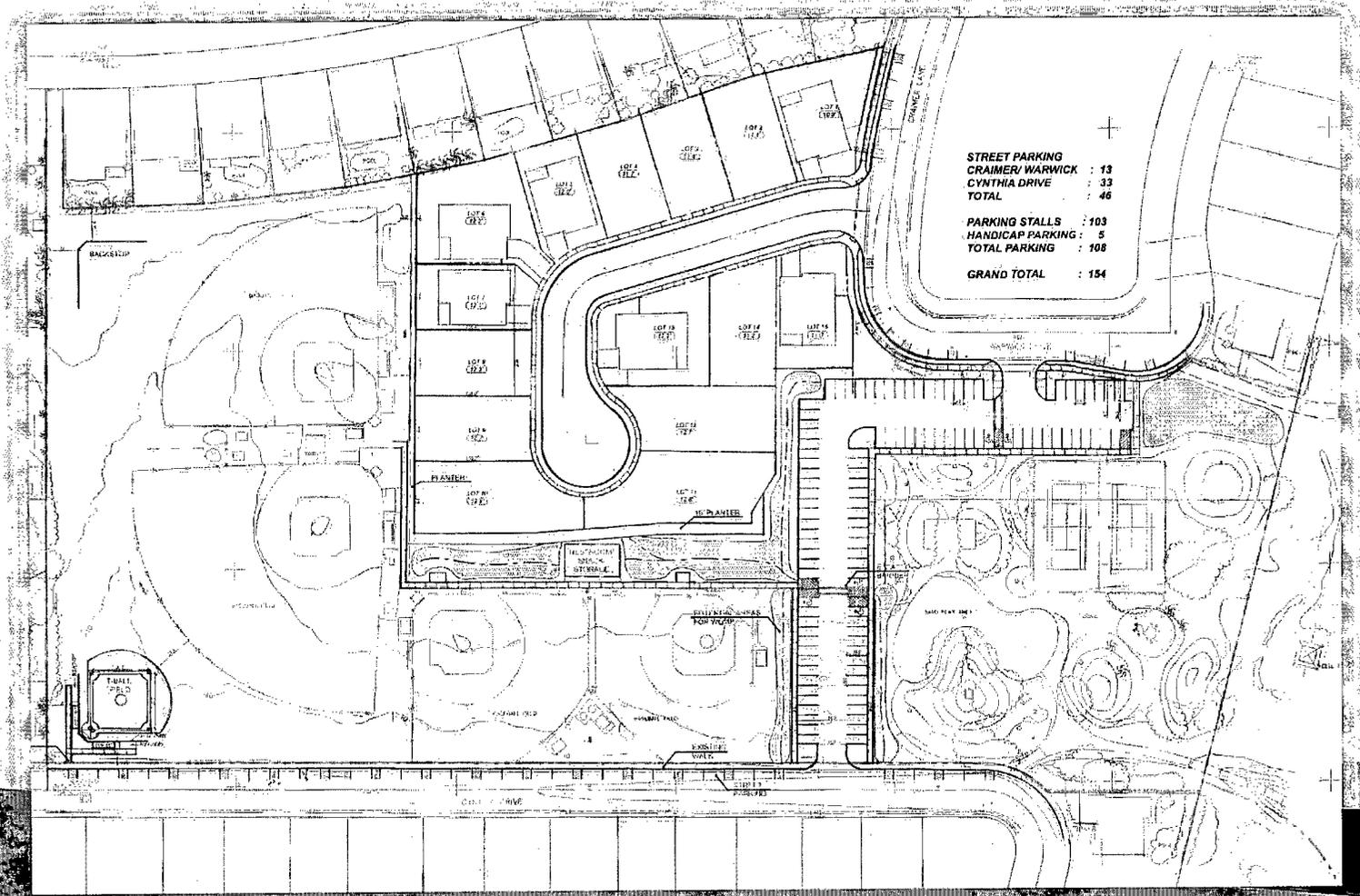
Proposed Deal Points

The proposed MOU is a simple framework to continue our progress. Refinements to the conceptual plan will continue. The City Council will be requested to ultimately approve a purchase agreement.

- District to process entitlements for 15 homes and improvements.
- City agrees to process in expeditious and efficient manner.
- If entitlements are approved, City to purchase 6.6 acres at agreed upon Naylor Act pricing – \$3,168,000.
- Acknowledgement of Naylor Act calculation.
- District to sell subdivided property to home builder.
- District constructs improvements for future park addition, including necessary parking.
- Instructions for process to include escrow.



Conceptual Plan*



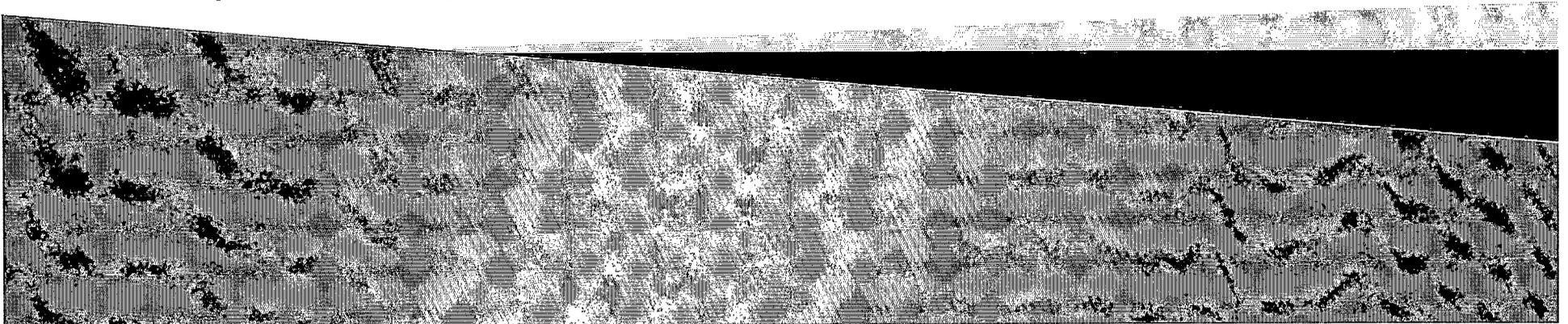
* Concept only - Exact details for parking, field impacts to be worked out during entitlements

Next Steps

- HB City School District Board of Trustees approved 5-0 the MOU on Tuesday, April 29, 2014
- Staff recommends approval of MOU to provide framework and continue the process.
- HBCSD to submit for plan review as part of the entitlement process.
- Potential to complete entitlement process in 6-12 months depending on environmental process.

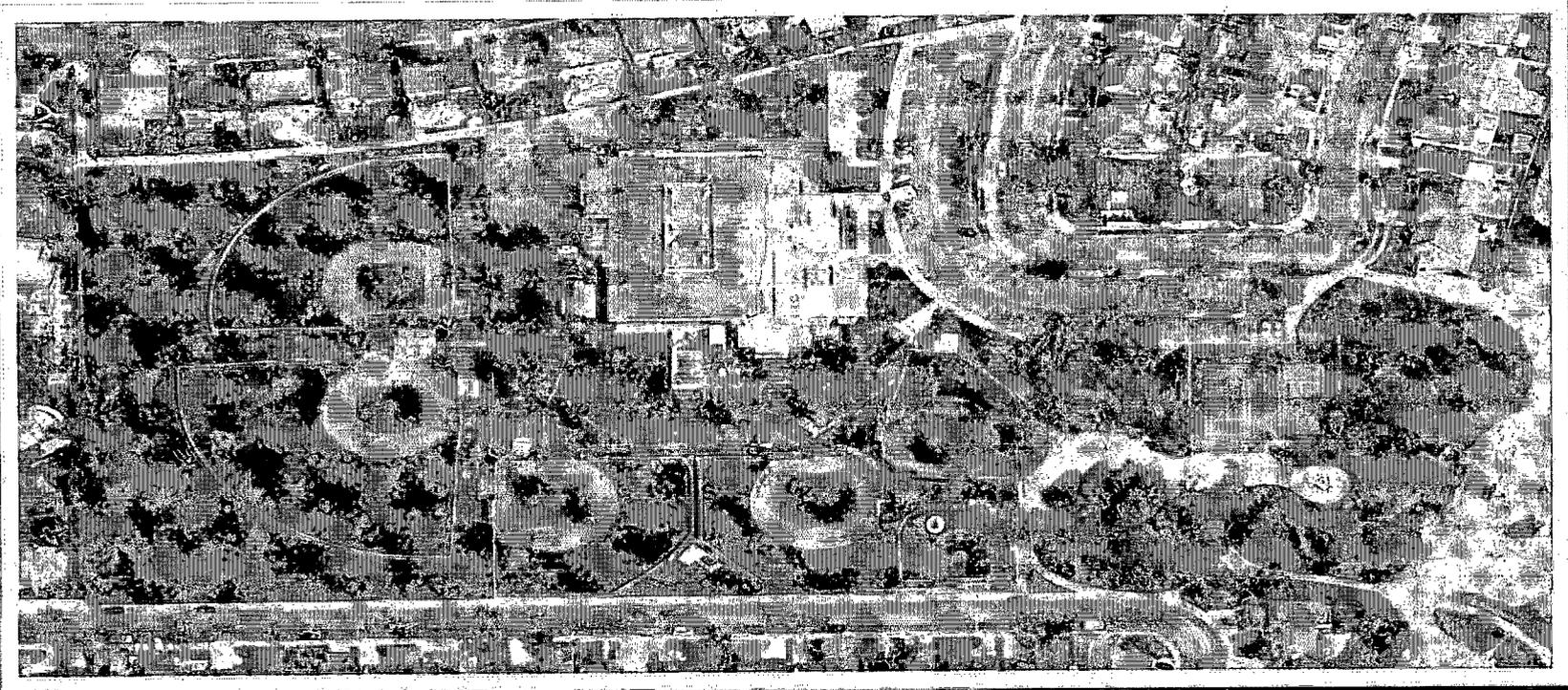
Financial Impact

- MOU approval has no financial impact as it is not binding City to purchase (future consideration).
- If purchased, approximate cost is \$3,168,000 payable over five years. First year payment potentially in Fiscal Year 14-15.



Proposed Memorandum of Understanding between City and HBCSD

Discussion



LeBard Property

May 5, 2014 - City Council

Esparza, Patty

From: Domer, Ken
Sent: Monday, May 05, 2014 2:31 PM
To: Agenda Alerts
Subject: FW: Memorandum of Understanding re: LeBard Park Development

From: Alan Walls [mailto:alandwalls@aol.com]
Sent: Monday, May 05, 2014 2:03 PM
To: CITY COUNCIL
Cc: Domer, Ken; becky.hart@yahoo.com; sevasquez1@yahoo.com; lbco@earthlink.net; marti.cf@verizon.net; dave@dsadave.com; rkoch2@yahoo.com; matt.fleming555@gmail.com; jmbui70@yahoo.com; greg@skyviewhomes.com; alandwalls@aol.com; rob.fix@verizon.net; smirghanbari@mac.com; motorcyclesareus@yahoo.com; bnthart@verizon.net; rhardy2@socal.rr.com; bpeters1@socal.rr.com
Subject: Memorandum of Understanding re: LeBard Park Development

Honorable Mayor and City Council Members:
The Suburbia Park Committee to Save LeBard Park recommends you vote tonight for the MOU that describes 15 full-sized lots on the site of the HBCSD District Office and purchases the remaining parkland. The development of LeBard Park has been in dispute for about the last 20 years and you are to be highly commended for moving decisively toward a solution that satisfies all parties. We recognize it is a financial drain on the City and buys back public land, but at least it is half of what the City offered in 2007 and retains much precious parkland.

Attached to the MOU is a conceptual depiction of the site with parking, storage, restrooms, and a snack bar. The parking spaces however eliminate two Seaview Little League fields and a good portion of the open space as it contemplates building another baseball field on it. The extra parking is unnecessary. The parking spaces lost when building out the 15 lots can be nearly replaced with an extension of the current spaces behind the tennis court and if necessary on graded dirt on the SCE easement area.

Even given the current parking spaces, on Saturday when most of the Little League games are played, all the streets surrounding LeBard Park have cars parked bumper to bumper. Providing the same amount as in this plan would not alleviate the situation. At worst, it would only mean the Little Leaguers would have to walk a bit further to the fields, consider car pooling, or schedule some games on other days. Do recall that the fields are for the exclusive use of the Little League and aren't used for about nine months of the year

Our committee has emailed our recommendations to all our contacts. Their responses have been either positive as to the reduction in parking or without objection. Since the Little League and the neighborhoods don't need it and with HBCSD moving, please occasion the fields to remain and reduce or reposition the parking. This would also save construction costs which could be rebated to the City by HBCSD or put in escrow for future development of the SCE area.

Thanks for you consideration, Alan Walls, Member, Committee to Save Lebard Park.

**SUPPLEMENTAL
COMMUNICATION**

Meeting Date: 5-5-2014

Agenda Item No. 11

Esparza, Patty

From: Domer, Ken
Sent: Monday, May 05, 2014 2:31 PM
To: Estanislau, Robin
Cc: Esparza, Patty; Flynn, Joan
Subject: FW: Memorandum of Understanding re: LeBard Park Development

From: Greg Howell [mailto:greg@skyviewhomes.com]
Sent: Monday, May 05, 2014 2:22 PM
To: CITY COUNCIL
Cc: Domer, Ken
Subject: Memorandum of Understanding re: LeBard Park Development

Honorable Mayor and City Council Members:

The Suburbia Park Committee to Save LeBard Park recommends you vote tonight for the MOU that describes 15 full-sized lots on the site of the HBCSD District Office and purchases the remaining parkland. The development of LeBard Park has been in dispute for about the last 20 years and you are to be highly commended for moving decisively toward a solution that satisfies all parties. We recognize it is a financial drain on the City and buys back public land, but at least it is half of what the City offered in 2007 and retains much precious parkland.

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Even given the current parking spaces, on Saturday when most of the Little League games are played, all the streets surrounding LeBard Park have cars parked bumper to bumper. Providing the same amount as in this plan would not alleviate the situation. At worst, it would only mean the Little League-ers would have to walk a bit further to the fields, consider car pooling, or schedule some games on other days. Do recall that the fields are for the exclusive use of the Little League and aren't used for about nine months of the year

Our committee has emailed our recommendations to all our contacts. Their responses have been either positive as to the reduction in parking or without objection. Since the Little League and the neighborhoods don't need it and with HBCSD moving, please occasion the fields to remain and reduce or reposition the parking. This would also save construction costs which could be rebated to the City by HBCSD or put in escrow for future development of the SCE area.

Thanks for you consideration, Greg Howell Suburbia Park resident, Member, Committee to Save Lebard Park.

Greg & Liz Howell, A.I.A. Associate
Sky View Designs
Architectural, Engineering & Title 24 Plans
Web Site: SkyViewHomes.com
Office Phone: (714)963-4600

**SUPPLEMENTAL
COMMUNICATION**

Meeting Date: 5-5-2014

Agenda Item No. 11

Esparza, Patty

11
5/5/2014

From: Domer, Ken
Sent: Monday, May 05, 2014 3:34 PM
To: Agenda Alerts
Subject: FW:

-----Original Message-----

From: rhardy2@socal.rr.com [mailto:rhardy2@socal.rr.com]
Sent: Monday, May 05, 2014 2:32 PM
To: city.counsel@surfcity-hb.org
Cc: Domer, Ken
Subject:

As a neighbor of LeBard Park, living on Lavonne Lane I have the Little Leaguer's parents parking in front of my home each weekend. Its cute to see the little people in their uniforms proudly going to play ball.

With that in mind, I still firmly endorse the plan which provides the least number of parking spaces and the 15 home plan, though I might be inconvenienced occasionally.

Thank you for your service to our community.

Robert A. Hardy
20612 Lavonne Lane
H.B. 92646
714 378-0028

#11
5/5/2014

Esparza, Patty

From: Domer, Ken
Sent: Monday, May 05, 2014 4:04 PM
To: Esparza, Patty
Subject: Fwd: Le Bard Park /HBCSD Sale

Sent from my iPhone. Please excuse typos.

Begin forwarded message:

From: Jon Napier <president@seaviewlittleleague.com>
Date: May 5, 2014 at 3:56:10 PM PDT
To: Ken Domer <ken.domer@surfcity-hb.org>
Cc: "vp@seaviewlittleleague.com" <vp@seaviewlittleleague.com>
Subject: Le Bard Park /HBCSD Sale

Ken,

I am writing an email to you regarding the City Council meeting tonight where the future plans of Le Bard Park will be discussed. I intended to be at the meeting tonight to speak. However, due to a last minute family scheduling conflict, I will be unable to attend. Please include this email in the public record.

I am the President of Seaview Little League and have been for 2 years. I have been a board member for 3 years and a member of the league for 10 years. I would like to offer both my support and concerns over the future of our fields at Le Bard Park.

Seaview Little league is part of the global organization Little League International in Williamsport, PA. Seaview was first established as a non profit corporation in 1971 and has been entrenched in this great community for almost 45 years. Our baseball fields at Le Bard support 6 separate baseball divisions. Each of our 6 baseball fields are purpose built for each division according to Little League International specifications.

I would like to reiterate the statements that we have made by our league numerous times to the Huntington Beach City School District, the City of Huntington Beach and our surrounding neighborhoods. We continue to maintain the following requests/statements:

1. We continue to have and maintain 6 dedicated purpose built baseball fields in as-is or better condition. Any plan the does not include these 6 fields would severely cripple Seaview.
2. We continue to have and maintain as is or better structures for required storage, field maintenance equipment, bull pens, snack bar and meeting room.
3. We continue to retain exclusive use of our entire facility
4. We do not miss a signle season as a result of any demolition and/or construction at Le Bard.



City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648
(714) 536-5227 ♦ www.huntingtonbeachca.gov

Office of the City Clerk
Joan L. Flynn, City Clerk

May 7, 2014

Huntington Beach City School District
Attn: Superintendent
20451 Craimer Lane
Huntington Beach, CA 92646

To Whom It May Concern:

Enclosed for your records is a copy of the "Memorandum of Understanding by Between the City of Huntington Beach and the Huntington Beach City School District Regarding the LeBard School Site."

Sincerely,

Joan L. Flynn, CMC
City Clerk

JF:pe

Enclosure



City of Huntington Beach
2000 Main Street ♦ Huntington Beach, CA 92648
(714) 536-5227 ♦ www.huntingtonbeachca.gov

Office of the City Clerk
Joan L. Flynn, City Clerk

May 8, 2014

Huntington Beach City School District
Attn: Superintendent
20451 Cramer Lane
Huntington Beach, CA 92646

To Whom It May Concern:

Enclosed for your records is a copy of the fully executed "Memorandum of Understanding by Between the City of Huntington Beach and the Huntington Beach City School District Regarding the LeBard School Site."

Please disregard the copy sent in error May 7, 2014 which was missing the Mayor and City Clerk signatures.

Sincerely,

Joan L. Flynn, CMC
City Clerk

JF:pe

Enclosure