



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
NOVEMBER 25, 2014
Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Andrew Blount, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore
Randal Bressette, Council Member

Melody Carruth, Council Member
Barbara Kogerman, Council Member

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

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

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

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

B. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: Andrew Blount, Mayor
Unrepresented Employee: Bruce E. Channing, City Manager

C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: Marcia Katz vs. City of Laguna Hills, et al., Orange County
Superior Court Case No. 30-2014-00720492-CU-PO-CJC

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BRESSETTE

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

1.1 TEN YEAR ANNIVERSARY AWARD

RECOMMENDATION: THAT MAYOR BLOUNT RECOGNIZE JENNIFER LEE, PERMIT TECHNICIAN, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

1.2 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN UPDATE FROM CHAIR KAREN ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

1.4 CERTIFICATES OF RECOGNITION FOR AWARD WINNING HIGH SCHOOL SCIENCE STUDENTS

RECOMMENDATION: THAT MAYOR BLOUNT PRESENT CERTIFICATES OF RECOGNITION TO STUDENTS JEREMY SOGO, NOLAN GUNSOLLEY, CHARLOTTE ANDREWS, GRANT BARTON, AVIVA MEYERS, AND ANDREW COUSE.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 APPROVAL OF MINUTES FOR OCTOBER 28, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE OCTOBER 28, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED NOVEMBER 25, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$2,185,733.40.

3.4 PROGRESS PAYMENT NO. 2 FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 2, IN THE NET AMOUNT OF \$754,720.82, TO ALL AMERICAN ASPHALT, FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I.

3.5 PROGRESS PAYMENT NO. 10 FOR LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 10, IN THE NET AMOUNT OF \$1,140.00, TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

3.6 CLAIM AGAINST THE CITY, BRAD KISSLER

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

3.7 CLAIM AGAINST THE CITY, RICK SELLMAN

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

3.8 CLAIM AGAINST THE CITY, MARIA MARIBEL ALEJANDRE-GARCIA

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

3.9 FIRST AMENDMENT TO THE PROPERTY MANAGEMENT SERVICES AGREEMENT WITH ESSEX REALTY MANAGEMENT, INC., TO INCLUDE JANITORIAL SERVICES OVERSIGHT AT THE RESTROOM FACILITIES AT CABOT PARK AND THE COMMUNITY CENTER AND SPORTS COMPLEX PARK

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN ESSEX REALTY MANAGEMENT, INC., AND THE CITY OF LAGUNA HILLS FOR PARK RESTROOM FACILITY JANITORIAL SERVICES OVERSIGHT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT.

3.10 APPLICATION AND RESOLUTION IN SUPPORT OF THE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM, PROJECT P, FOR THE ALICIA PARKWAY CORRIDOR, CIP NO. 168

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMISSION OF ALICIA PARKWAY CORRIDOR IMPROVEMENT PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRANSPORTATION SIGNAL SYNCHRONIZATION PROGRAM."

3.11 CIVIC CENTER 1ST QUARTER FINANCIAL REPORT FOR FY 2014/2015

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

3.12 RECOGNITION OF OUTGOING COUNCIL MEMBER, RANDAL BRESSETTE

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, COMMENDING RANDAL BRESSETTE FOR HIS SERVICE TO THE CITY;" AND DIRECT THE MAYOR TO PRESENT A CERTIFICATE OF COMMENDATION TO COUNCIL MEMBER BRESSETTE AT HIS RETIREMENT EVENT ON DECEMBER 8, 2014.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR OCTOBER 28, 2014

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE OCTOBER 28, 2014, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Assistant City Manager

6.2.1 SOUTH COUNTY FAMILY JUSTICE CENTER

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

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

7.1 COUNCIL MEMBER KOGERMAN

7.1.1 SUPPORT FOR COUNCIL MEMBER KOGERMAN FOR ELECTION TO THE ORANGE COUNTY COUNCIL OF GOVERNMENTS (OCCOG) DISTRICT 13 AND THEREBY REGION 13 REPRESENTATIVE TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

RECOMMENDATION: THAT THE CITY COUNCIL: (1) EXPRESS ITS SUPPORT OF COUNCIL MEMBER KOGERMAN AS AN EFFECTIVE LEADER TO REPRESENT THE CONCERNS AND OPINIONS OF DISTRICT 13 CITIES; (2) AS INDIVIDUAL COUNCIL MEMBERS ENDEAVOR TO ATTEND THE OCCOG ELECTION MEETING; AND (3) AS INDIVIDUALS ENCOURAGE THE SUPPORT AND ATTENDANCE OF COUNCIL MEMBERS FROM THE VARIOUS DISTRICT 13 CITIES.

8. CITY COUNCIL MEMBER COMMENTS

9. RECONVENE BACK INTO CLOSED SESSION

The City Council shall reconvene in Closed Session, in the City Council Conference Room, City Hall, to consider the following matters:

9.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

9.2 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Negotiator: Andrew Blount, Mayor
Unrepresented Employee: Bruce E. Channing, City Manager

RECONVENE

Reconvene in regular session, in the City Council Chambers.

CLOSED SESSION REPORT

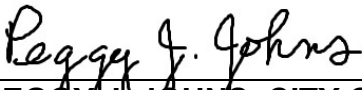
Report on whether any reportable action was taken on any matters considered during Closed Session.

ADJOURNMENT

The next Regular Meeting of the City Council will be December 9, 2014, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by November 21, 2014, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

November 21, 2014

DATE

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: TEN YEAR ANNIVERSARY AWARD

RECOMMENDATION: THAT MAYOR BLOUNT RECOGNIZE JENNIFER LEE, PERMIT TECHNICIAN, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

SUMMARY:

At this meeting, Mayor Blount will recognize Jennifer Lee, Permit Technician, for ten years of service to the City of Laguna Hills. Jennifer was first hired as a part time student intern on January 23, 1996; she was promoted to full time Administrative Assistant on November 23, 1998; then promoted to her current position of Permit Technician on January 1, 2013. Over the years Jennifer has worked part-time and full time for the City to accumulate ten years of full time service to the City.

Employees are recognized when they are with the City for five years with a Certificate of Recognition and Laguna Hills Pen and Pencil Set. Employees with ten and fifteen years of service are recognized at a City Council meeting with the Mayor presenting a Certificate of Recognition and a gift.

ATTACHMENT:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

JENNIFER LEE

Permit Technician

Ten Year Service Award

WHEREAS, Jennifer Lee was first hired as a part time student intern on January 23, 1996, and since that time has worked part-time and full time at varying stages of her career with the City, to accumulate ten years of full time service to the City; and

WHEREAS, it is the policy and practice of the City of Laguna Hills to attract and retain highly qualified and motivated people; and

WHEREAS, Jennifer Lee has served the City of Laguna Hills in a professional, caring, and conscientious manner for many years; and

WHEREAS, Jennifer's service has greatly contributed to the overall success of the City in its efforts to provide quality local government services, programs, and projects to the residents and businesses of Laguna Hills; and

WHEREAS, it is an honor to recognize the length and quality of Jennifer's service to the City.

NOW, THEREFORE, I, Andrew Blount, Mayor, on behalf of the City Council, do hereby express appreciation to Jennifer Lee for ten years of full time service to the City of Laguna Hills.

Dated this 25th day of November 2014.

ANDREW BLOUNT, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: CERTIFICATES OF RECOGNITION FOR AWARD WINNING HIGH SCHOOL
SCIENCE STUDENTS**

**RECOMMENDATION: THAT MAYOR BLOUNT PRESENT CERTIFICATES OF
RECOGNITION TO STUDENTS JEREMY SOGO, NOLAN GUNSOLLEY, CHARLOTTE
ANDREWS, GRANT BARTON, AVIVA MEYERS, AND ANDREW COUSE.**

SUMMARY:

The City Council believes it is important to recognize significant accomplishments of high school students in our community. One Laguna Hills High School student and five Laguna Beach High School science students were recently awarded two impressive honors for inventing a low cost water purification system using sunlight and hydrogen peroxide for underdeveloped countries.

The team specifically designed the water purification system to provide clean water for children at Oloolaimutia Elementary School, located in Maasai Mara, Kenya. The clean water system will help prevent cholera, typhoid and dysentery in children.

The team of students competed against six other teams and was awarded a \$10,000 grant by the prestigious Lemelson Foundation through MIT's Engineering School, and \$1,500 by the TEDx Orange Coast Teen Science Competition at Soka University. The idea behind these competitive programs is to encourage students to collaborate and create solutions for real-world challenges.

A certificate will be presented to each student for their accomplishments.

ATTACHMENTS:

Certificate of Recognition

CERTIFICATE OF RECOGNITION

ANDREW COUSE

Laguna Beach High School

WHEREAS, Andrew Couse, along with his fellow science students, designed a low-cost water purification system for underdeveloped countries using sunlight and hydrogen peroxide; and

WHEREAS, the prototype invention will purify water that runs from seasonal rivers in Maasai Mara, Kenya, where local residents wash themselves and their clothes; and

WHEREAS, the clean water system is inexpensive to make and will last indefinitely, preventing diseases such as cholera, typhoid and dysentery, which are prevalent in Kenyan school-age children, due to lack of clean drinking water; and

WHEREAS, the team specifically designed the water purification system to provide clean water for 685 students at Oololaimutia Elementary school; and

WHEREAS, the team was awarded a \$10,000 grant by the prestigious Lemelson Foundation through MIT's Engineering School, and a \$1,500 grant by the TEDx Orange Coast Teen Science Competition at Soka University.

NOW, THEREFORE, I, Andrew Blount, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize and honor Andrew Couse and his team of science students, for inventing a low-cost water purification system, extend our best wishes as the team travels to EurekaFest held at MIT in Boston next June to showcase their project, and also for a very prosperous future.

Dated this 25th day of November 2014.

ANDREW BLOUNT, MAYOR

11/25/2014 ITEM NO. 1.4

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
OCTOBER 28, 2014**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

ROLL CALL

Present: Mayor Blount, Council Member Carruth, and Council Member Kogerman

Absent: Mayor Pro Tempore Gilbert and Council Member Bressette.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Annual Performance Evaluation

PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no Public Comments.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

Mayor Blount called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:04 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Carruth

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Blount, Council Member Carruth, and Council Member Kogerman

Absent: Mayor Pro Tempore Gilbert and Council Member Bressette

CLOSED SESSION REPORT

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Mayor Blount stated that there was no reportable action taken in Closed Session.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 SPOTLIGHT ON LOCAL BUSINESS

THE CITY COUNCIL RECEIVED A PRESENTATION FROM PAUL D'AMBROSIO "MASTER D," OWNER OF ALISO HILLS TAEKWONDO, LOCATED AT 27001 MOULTON PARKWAY, SUITE A-106, LAGUNA HILLS.

1.2 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON DANIEL BUSHNER.

1.3 CERTIFICATE OF RECOGNITION FOR CORPORAL TRAVIS HAGGERTY, RETIRED

MAYOR BLOUNT PRESENTED A CERTIFICATE TO KAREN ROBBINS, CHAIR FOR THE 3/5 BATTALION, ON BEHALF OF CORPORAL TRAVIS HAGGERTY, RETIRED, RECOGNIZING HIS COMMITMENT TO THE CITY OF LAGUNA HILLS.

1.4 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AN UPDATE FROM CHAIR ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

1.5 MOULTON NIGUEL WATER DISTRICT PRESENTATION REGARDING THE STATEWIDE DROUGHT AND THE DISTRICT'S RESPONSE

THE CITY COUNCIL RECEIVED A POWERPOINT PRESENTATION FROM THE MOULTON NIGUEL WATER DISTRICT.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER CARRUTH REMOVING ITEM NOS. 3.6 AND 3.10, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE AND MAYOR PRO TEMPORE GILBERT ABSENT).

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

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

3.2 APPROVAL OF MINUTES FOR OCTOBER 14, 2014

THE CITY COUNCIL APPROVED THE MINUTES OF THE OCTOBER 14, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 28, 2014

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$773,964.29.

3.4 AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO ACCOMMODATE SURVEY MONUMENT PRESERVATION FOR THE CITYWIDE STREET MAINTENANCE PROJECT, CIP NO. 101-I

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO ACCOMMODATE THE SURVEY MONUMENT PRESERVATION FOR THE CITYWIDE STREET MAINTENANCE PROJECT, CIP NO. 101-I, AND AUTHORIZED THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1.

3.5 RECORDS RETENTION MANAGEMENT

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-10-28-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO NO LONGER RETAIN CERTAIN CITY RECORDS AND DOCUMENTS WITH A DISPOSAL DATE OF OCTOBER 29, 2014, PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

3.7 ON-STREET PARKING ON VISTA GRANDE DRIVE

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-10-28-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MODIFYING THE EXISTING PARKING REGULATIONS ON VISTA GRANDE DRIVE TO ESTABLISH A NO PARKING FROM 6:00 PM TO 6:00 AM ZONE, AND RESCINDING RESOLUTION NO. 98-03-10-1.

3.8 SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 5-28 OF TITLE 5 OF THE LAGUNA HILLS MUNICIPAL CODE (SMOKING AND SALE OF TOBACCO PRODUCTS) TO REGULATE THE USE AND SALE OF E-CIGARETTES IN THE SAME MANNER AS TOBACCO PRODUCTS

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2014-5, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-28 OF TITLE 5 OF THE LAGUNA HILLS MUNICIPAL CODE TO REGULATE THE USE AND SALE OF E-CIGARETTES IN THE SAME MANNER AS TOBACCO PRODUCTS.

3.9 COST SHARING AND COOPERATIVE AGREEMENT FOR DAIRY FORK CONSTRUCTED WETLAND PROJECT

THE CITY COUNCIL APPROVED THE COST SHARING AND COOPERATIVE AGREEMENT FOR DAIRY FORK CONSTRUCTED WETLAND PROJECT AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENT.

3.11 FIRST QUARTER FINANCIAL AND TREASURER'S REPORT FOR FY 2014/15

THE CITY COUNCIL RECEIVED AND FILED THE FIRST QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2014/15.

3.12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS INCREASING THE NUMBER OF POSITIONS IN THE CLASSIFICATION OF COMMUNITY SERVICES SENIOR LEADER WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-10-28-4, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, INCREASING THE POSITIONS IN THE CLASSIFICATION OF COMMUNITY SERVICES SENIOR LEADER WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION.

3.13 RESOLUTION MAKING FINDINGS RELATED TO APPROVAL OF THE SECOND AMENDMENT TO OCFA JOINT POWERS AUTHORITY AGREEMENT - EQUITY

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-10-28-5, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING FINDINGS RELATED TO THE CITY'S PRIOR APPROVAL OF THE ORANGE COUNTY FIRE AUTHORITY'S SECOND AMENDMENT TO THE AMENDED JOINT POWERS AUTHORITY AGREEMENT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.6 REVISIONS TO THE CITY'S RECORDS RETENTION/DISPOSITION SCHEDULE

Council Member Carruth removed this item from the Consent Calendar to acknowledge the Resolution Number referred to in the staff report had been corrected by the City Clerk.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-10-28-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING AN AMENDED AND RESTATED RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION NOS. 95-12-12-2 AND 2006-11-14-1, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE, AND MAYOR PRO TEMPORE GILBERT ABSENT).

3.10 PROPOSITION NO. 48 - "INDIAN GAMING COMPACTS. REFERENDUM."

Council Member Carruth removed this item to discuss her opposition to Proposition No. 48 regarding Indian Casinos and the potential for conversion of tribal lands to entertainment centers. She recommended that the City Council reject this Proposition which she believed set a dangerous precedence.

THE CITY COUNCIL RECEIVED AND FILED THE REPORT, BY M/MAYOR BLOUNT, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE AND MAYOR PRO TEMPORE GILBERT ABSENT).

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:29 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Agency Member Carruth, and Agency Member Kogerman

Absent: Vice Chair Gilbert, and Agency Member Bressette

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR OCTOBER 14, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE OCTOBER 14, 2014, REGULAR MEETING, BY/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER KOGERMAN.

APPROVED BY A VOTE OF 3-0-2 (AGENCY MEMBER BRESSETTE AND VICE CHAIR GILBERT ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 8:30 PM. All Council Members were present, with the exception of Council Member Bressette and Mayor Pro Tempore Gilbert.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager made no reports.

6.2 City Attorney

6.2.1 APPOINTMENT OF LABOR NEGOTIATOR

**MOTION TO APPOINT MAYOR BLOUNT TO SERVE AS THE COUNCIL'S DESIGNATED REPRESENTATIVE FOR PURPOSES OF (A) FACILITATING THE ANNUAL PERFORMANCE EVALUATION OF THE CITY MANAGER; AND (B) CONDUCTING LABOR NEGOTIATIONS WITH THE CITY MANAGER, AN UNREPRESENTED EMPLOYEE, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE AND MAYOR PRO TEMPORE GILBERT ABSENT).**

6.3 Community Development Director

6.3.1 REPORT TO THE CITY COUNCIL CONCERNING MOULTON NIGUEL WATER DISTRICT PROPERTY LOCATED AT 26161 GORDON ROAD

Five Laguna Hills residents addressed the City Council regarding Moulton Niguel Water District's decision to drain two ponds on their property and District activities occurring at their site. Two of the residents distributed photos of the activities occurring at the Water District property.

Moulton Niguel Water District's General Manager Joone Lopez, and Assistant General Manager Matt Collings, addressed questions from the City Council and residents.

RECESS AND RECONVENE

**THE CITY COUNCIL MADE A MOTION TO RECEIVE AND FILE THE REPORT, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE AND MAYOR PRO TEMPORE GILBERT ABSENT).**

6.4 Chief of Police Services

6.4.1 OPTICOM STROBE EMITTERS FOR EMERGENCY VEHICLES

**THE CITY COUNCIL MADE A MOTION TO RECEIVE AND FILE THE REPORT, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE AND MAYOR PRO TEMPORE GILBERT ABSENT).**

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

There were no matters agendized and presented by City Council Member and Mayor.

8. CITY COUNCIL MEMBER COMMENTS

There were no City Council Member comments.

9. RECONVENE BACK INTO CLOSED SESSION

Mayor Blount indicated that it was not necessary to reconvene back into Closed Session at this time.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount at adjourned the City Council Meeting at 10:07 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

ANDREW BLOUNT, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 25, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
NOVEMBER 25, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$2,185,733.40.

SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

11-17-14
DATE

FISCAL IMPACT:

The warrant register total is \$2,185,733.40.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 11/25/14

Date: 11/13/2014

Time: 4:30 pm

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8808147	10/23/2014	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., ICSC, Sep	291.58
8808148	10/23/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 49110	387.50
8808149	10/23/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, CPMA Fees, CR# 44654	2,375.00
8808151	10/23/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 49003	575.00
8808152	10/23/2014	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr, Sep	35,135.12
8808153	10/24/2014	Printed		D-0566	DENSMORE, HEATHER MCKENZIE	Claim Settlement	251.00
8808154	10/30/2014	Printed		A-0349	A SOURCE OF PRIDE	Operating Supplies, Oct '14	16.20
8808155	10/30/2014	Printed		A-0184	ALL AMERICAN ASPHALT	Progress Payment #2 CIP #101 I	754,720.82
8808156	10/30/2014	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 09/28-10/11	3,693.60
8808157	10/30/2014	Printed		A-0309	AT&T- CALNET 2	Alicia-PDV Signal, Oct '14	1,068.38
8808158	10/30/2014	Printed		B-0428	BILT INC.	Maintenance, Motorcycle Equip.	399.60
8808159	10/30/2014	Printed		B-0229	BSN SPORTS	Program Supplies, CS, Oct '14	2,022.40
8808160	10/30/2014	Printed		C-0333	CALIF PARK & REC SOCIETY, INC.	Membership, Com Svcs, DM	145.00
8808161	10/30/2014	Printed		C-1160	CALIFORNIA SPECIAL DISTRICTS	Membership, 2015	1,081.00
8808162	10/30/2014	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, CH, Oct '14	221.41
8808163	10/30/2014	Printed		C-1154	CARRINO, MARGARET	Paleontologist Services, Oct	150.00
8808164	10/30/2014	Printed		C-1022	CDW GOVERNMENT, INC.	Hardware, Phone System POE	4,642.07
8808165	10/30/2014	Printed		C-0447	COMMUNITY BANK	AllAmericanAsphaltEscrow#2253	39,722.15
8808166	10/30/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Operating Supplies, CS, Oct	360.87
8808167	10/30/2014	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Sep '14	2,826.25
8808168	10/30/2014	Printed		C-0023	COX COMMUNICATION	T1 Line- Civic Center, Nov '14	439.01
8808169	10/30/2014	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Sep	512.06
8808170	10/30/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Oct '14	23.92
8808171	10/30/2014	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, Sep '14	16,116.94
8808172	10/30/2014	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	2,324.70
8808173	10/30/2014	Printed		E-0587	EMC DESIGN	Prof Fees, Comb. Issue, Winter	3,570.00
8808174	10/30/2014	Printed		E-0596	ENVIRONMENTAL CONSTRUCTION, INC	Progress Payment #10, CIP# 615	1,140.00
8808175	10/30/2014	Printed		E-0585	EVERBANK COMMERCIAL FINANCE	Lease - Copier, CH, Supplement	41.78
8808176	10/30/2014	Printed		H-0829	HARTZOG & CRABILL, INC.	Professional Svcs, CIP # 168	3,382.20
8808177	10/30/2014	Printed		H-0848	HDL, COREN & CONE	Data Sales, 13/14 - 14/15	600.00
8808178	10/30/2014	Printed		H-0934	HOME DEPOT	Return Program Supplies, CS	158.86
8808179	10/30/2014	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Professional Svcs, CIP # 101	10,466.96
8808180	10/30/2014	Printed		J-1057	JAMEY CLARK, INC.	Park Repairs, Sep '14	411.08
8808181	10/30/2014	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Oct '14	480.36
8808182	10/30/2014	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Nov	2,900.00
8808183	10/30/2014	Printed		C-1007	LAW ENFORCEMENT	Comm 800MHz Allocation, 2nd Qtr	2,501.00
8808184	10/30/2014	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 10/03/14	650.00
8808185	10/30/2014	Printed		M-1528	MEDLOCK, GEORGE	Contract Instr Svcs, Drumming	137.20
8808186	10/30/2014	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	311.36
8808187	10/30/2014	Printed		M-1396	MONOGRAM MAGIC	Maintenance, Uniform, PS	62.64
8808188	10/30/2014	Printed		O-1525	OCCMA	Meeting Expense, Nov '14	40.00
8808189	10/30/2014	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Oct '14	394.21
8808190	10/30/2014	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription, CH, 10/21-1/15/15	263.95
8808191	10/30/2014	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Sep '14	1,548.50
8808192	10/30/2014	Printed		R-1830	RALPHS GROCERY COMPANY	Program Supplies, CS, Oct '14	20.94
8808193	10/30/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Pool Bond, CR# 48617	500.00
8808194	10/30/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, CUP Fees, CR# 48626	1,906.00
8808195	10/30/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Pool Bond, CR#18754, 21589, 31433	1,500.00
8808196	10/30/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	J. Stout, V# 2003294.002	30.00

Check Register Report

Warrant Register 11/25/14

Date: 11/13/2014

Time: 4:30 pm

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8808197	10/30/2014	Printed		R-1855	RICHARD FISHER ASSOCIATES	Professional Services, CIP#238	7,892.64
8808198	10/30/2014	Printed		S-2239	SOCAL OFFICE TECHNOLOGIES	Copier Usage, CC,07/14-10/14	915.11
8808199	10/30/2014	Printed		S-2250	SPARKLETT'S	Operating Supplies, CS, Oct '14	67.03
8808200	10/30/2014	Printed		S-2177	SPECTRUM SPECIALTIES & AWARDS	Operating Supplies, Sep '14	72.61
8808201	10/30/2014	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	367.50
8808202	10/30/2014	Printed		T-2015	TARGET STORES	Program Supplies, CS, Oct '14	131.10
8808203	10/30/2014	Printed		T-2042	TRAUMA INTERVENTION PROGRAMS	Community Program, TIP, Oct-Dec	910.32
8808204	10/30/2014	Printed		U-2121	U.S. POSTAL SERVICE	Postage, City Views, Nov	2,500.00
8808205	10/30/2014	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Sep '14	368.50
8808206	10/30/2014	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Sep	28,308.45
8808207	10/30/2014	Printed		X-2400	XEROX CORPORATION	Copier Usage, Sep '14	1,457.92
8808208	11/06/2014	Printed		A-0331	AT&T MOBILITY	Wireless Service, Oct '14	62.54
8808209	11/06/2014	Printed		A-0309	AT&T- CALNET 2	T1 Line- Final Invoice Sep '14	83.56
8808210	11/06/2014	Printed		A-0304	AU-YEUNG, MELISSA	Travel Advance, MMASC, Nov	225.00
8808211	11/06/2014	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure Oct	12,518.46
8808212	11/06/2014	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Supplies, CS, Oct '14	325.59
8808213	11/06/2014	Printed		O-1525	OCCMA	Meeting Expense, Dec	260.00
8808214	11/06/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, C&D Deposit, CR# 48164	5,000.00
8808215	11/06/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 49372	58.30
8808216	11/06/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 48979	425.00
8808217	11/06/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Permit, CR# 48305	301.00
8808218	11/06/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	L. Hughes, V# 2003304.002	250.00
8808219	11/06/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	K. Mai, V# 2003303.002	225.00
8808220	11/06/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	OC Shabsher, V# 2003306.002	500.00
8808221	11/06/2014	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenish, Sep-Oct	743.90
8808222	11/06/2014	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Oct '14	13,699.46
8808223	11/06/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Oct '14	2,625.11
8808224	11/06/2014	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Oct '14	1,943.15
8808225	11/13/2014	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 10/12-10/25	3,693.60
8808226	11/13/2014	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Professional Services, Oct '14	11,281.25
8808227	11/13/2014	Printed		A-0358	ARDO, KARL	Contract Inst Svcs, Fitness Cl	280.00
8808228	11/13/2014	Printed		A-0327	ASSOCIATION OF CA CITIES -OC	Membership, 2015	9,981.00
8808229	11/13/2014	Printed		B-0332	BRAME, MARILYN	Contract Inst Svcs, Drawing	784.00
8808230	11/13/2014	Printed		B-0411	BUCKNAM & ASSOCIATES, INC.	Update Pavement Mgmt System	325.00
8808231	11/13/2014	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repairs, Parks, Sep	190.04
8808232	11/13/2014	Printed		C-1178	C2 IMAGING	Printing Services, City Clerk	98.33
8808234	11/13/2014	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Oct	2,216.20
8808235	11/13/2014	Printed		C-1022	CDW GOVERNMENT, INC.	Hardware - Credit for Return	832.55
8808236	11/13/2014	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Sep '14	68,970.71
8808237	11/13/2014	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Nov '14	425.00
8808238	11/13/2014	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Office & Operating Supplies,	1,081.32
8808239	11/13/2014	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Oct '14	10,621.36
8808240	11/13/2014	Printed		D-0410	DMV	Registration Ren, Admin, DW	270.00
8808241	11/13/2014	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Oct '14	137.73
8808242	11/13/2014	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, Nov	125.45
8808243	11/13/2014	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Oct '14	23.92
8808244	11/13/2014	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog, Oct	3,388.34

11/25/2014 ITEM NO. 3.3

Check Register Report

Warrant Register 11/25/14

Date: 11/13/2014

Time: 4:30 pm

Page: 3

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8808245	11/13/2014	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Parks, Oct	1,026.00
8808246	11/13/2014	Printed		H-0944	HEART OF GOLD FOUNDATION, INC.	Contract Inst Svcs, Cooking	189.00
8808247	11/13/2014	Printed		H-0952	HYLAND SOFTWARE, INC.	SIRE Streaming Host 10/14-9/15	2,400.00
8808248	11/13/2014	Printed		I-0920	ICMA	Admin Membership 2014	1,600.00
8808249	11/13/2014	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal, Oct '14	1,174.14
8808250	11/13/2014	Printed		K-1126	KNIGHT, LORNA ANGELA	Contract Inst Svcs, Yoga	1,637.58
8808251	11/13/2014	Printed		C-1007	LAW ENFORCEMENT	Comm 800MHz Allocation, 1st Qtr	596,246.75
8808252	11/13/2014	Printed		L-1356	LINDY OFFICE PRODUCTS	Operating Supplies, Oct '14	61.18
8808253	11/13/2014	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	497.70
8808254	11/13/2014	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Oct	31,089.84
8808255	11/13/2014	Printed		N-1474	NIEVES LANDSCAPE, INC.	Landscape Maintenance, Nov	81,638.05
8808256	11/13/2014	Printed		C-1008	NPDES	Professional Svcs, CIP # 410	817.29
8808258	11/13/2014	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Oct '14	631.48
8808259	11/13/2014	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected, Oct	4,493.00
8808260	11/13/2014	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Oct '14	378.48
8808261	11/13/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 49254	518.75
8808262	11/13/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 49196	237.50
8808263	11/13/2014	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SAP Fees, CR # 48915	425.00
8808264	11/13/2014	Printed		R-1942	REFUND, VEHICLE CITATION	M. Baiz, Cit# LH101478	70.00
8808265	11/13/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	AYSO 1422, V# 2003308.002	500.00
8808266	11/13/2014	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Avalon Anaheim, V# 2003307.002	250.00
8808267	11/13/2014	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Parks, Oct '14	1,560.00
8808268	11/13/2014	Printed		S-1935	SAN JOAQUIN HILLS TRANSPORT	Remit, Trans Corridor Fees, Oct	337,727.22
8808269	11/13/2014	Printed		S-2267	SINTA DESIGN	Program Expense, 1/2 Marathon	315.00
8808270	11/13/2014	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Nov '14	965.73
8808271	11/13/2014	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, Nov	475.00
8808272	11/13/2014	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Oct '14	1,022.18
8808273	11/13/2014	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	607.26
8808274	11/13/2014	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Services, Police Svcs	97.20
8808275	11/13/2014	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Oct '14	10,878.87
8808276	11/13/2014	Printed		S-2105	SYMQUEST SERVICES	Printer Repair, Admin, Oct	102.00
8808277	11/13/2014	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Oct '14	760.40
8808278	11/13/2014	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Oct '14	5,609.00
8808279	11/13/2014	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Oct	181.00
8808280	11/13/2014	Printed		Z-2606	ZUMAR INDUSTRIES, INC.	Maintenance, City Signage, Oct	69.13

Total Checks: 131

Checks Total (excluding void checks):

2,185,733.40

Total Payments: 131

Bank Total (excluding void checks):

2,185,733.40

Total Payments: 131

Grand Total (excluding void checks):

2,185,733.40



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PROGRESS PAYMENT NO. 2 FOR CITYWIDE PAVEMENT
REHABILITATION PROJECT, CIP NO. 101-I**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 2, IN THE NET AMOUNT OF \$754,720.82, TO ALL AMERICAN
ASPHALT, FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I.**

SUMMARY:

Work on the Citywide Pavement Rehabilitation Project, CIP No. 101-I, began on August 15, 2014, and is being performed by All American Asphalt. Work performed in September included clearing and grubbing, grinding, crack sealing, AC level course placement and AC overlay placement. The contractor has submitted the second progress payment request for approval.

BACKGROUND:

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

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	Clearing & Grubbing	.25	LS	\$80,019.00	\$ 20,004.75
3	Cold Plane/Edge Grind	0.17	SF	\$.17	\$ 62,048.64
4	0.08' AC Level Course	1,153.01	T	\$ 77.00	\$ 88,781.77
5	0.125' AC Overlay	8,484.46	T	\$ 73.50	\$ 623,607.81
Total To Date				\$1,038,180.33	
Less Prior Billing				<u>\$ 243,737.36</u>	
Total This Period				\$ 794,442.97	\$794,442.97
Less 5% Retention					<u>\$(39,722.15)</u>
					\$754,720.82

FISCAL IMPACT:

The progress payment is within the 2014-15 Fiscal Year Capital Improvement Program Budget for the Citywide Pavement Rehabilitation Project, CIP No. 101-I.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PROGRESS PAYMENT NO. 10 FOR LA PAZ OPEN SPACE PROJECT,
CIP NO. 615A**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 10, IN THE NET AMOUNT OF \$1,140.00, TO ENVIRONMENTAL
CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.**

SUMMARY:

Work on the La Paz Open Space Improvements, CIP No. 615A, began on November 18, 2013, and is being performed by Environmental Construction, Inc. Construction of the site was substantially completed in May 2014 and the project was placed into the one-year maintenance period. Work performed in September included the monthly maintenance of the site as a part of the one year maintenance period. The contractor has submitted the tenth progress payment request for approval.

BACKGROUND:

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

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
44	1 Year Maintenance Period	0.08	LS	\$ 15,000.00	\$ 1,200.00
Total To Date				\$1,098,908.28	
Less Prior Billing				<u>\$1,097,708.28</u>	
Total This Period				\$ 1,200.00	\$ 1,200.00
Less 5% Retention					<u>\$ (60.00)</u>
Due					\$ 1,140.00

FISCAL IMPACT:

The Capital Improvement Program (CIP) Budget did not anticipate this project would have expenditures in the 2014-15 Fiscal Year. Therefore, an adjustment to the CIP project allocations will be made to cover these minor maintenance and related expenditures.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CLAIM AGAINST THE CITY, BRAD KISSLER

**RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND
DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.**

SUMMARY:

On March 19, 2014, the City received a claim from Brad Kissler (driver) for injuries from a traffic collision with another vehicle that occurred in Laguna Hills on September 25, 2013, at the intersection of Avenida de Carlota and Lake Forest Drive. The accident resulted in injuries to Mr. Kissler.

On October 20, 2014, the City Clerk received notification from its Claim Administrator to reject this claim. The City Manager has the authority to reject claims in amounts less than \$50,000. Because this claim did not have a specified amount for total damage, it is recommended that the City Council reject the claim.

ATTACHMENTS:

- Claim of Brad Kissler

BRAD KISSLER CLAIM

CITY OF LAGUNA HILLS

CLAIM FOR DAMAGES To Person or Property

1. Claims for death or injury to person or to personal property must be filed not later than six months after the occurrence (Government Code Section 911.2). Be sure your claim is against the City of Laguna Hills, not another public entity.
2. Claims for damages to real property must be filed not later than one year after the occurrence (Government Code Section 911.2).
3. Read the entire claim before filing.
4. See page four for the diagram upon which to locate the place of the accident.
5. This claim form must be signed on page three at the bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claims must be filed with the City Clerk (Government Code Section 915a).

Reserve for Date Stamp

LGHCC MAR 19 '14 PM 1:12

Claim No. C1404

Received by Janchi

Via: U.S. Mail
Hand Delivered

THE UNDERSIGNED RESPECTFULLY SUBMITS THE FOLLOWING CLAIM AND INFORMATION RELATIVE TO DAMAGE TO PERSONS AND/OR PERSONAL PROPERTY PURSUANT TO THE PROVISIONS OF SECTIONS 900 THROUGH 915.2 OF THE GOVERNMENT CODE:

Completed claims must
be mailed or delivered
to:

City of Laguna Hills
City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

CLAIMANT INFORMATION

Name: Brad Kissler

Address: 1851 E. 1st Street, #1250, Santa Ana,
CA 92705

Phone: Daytime (714) 547-5100

Evening (714) 547-5100

Date of Birth: January 10, 1970

Driver's License No.:

State: California

1. Name, telephone number, and address to which claimant desires notices to be sent, if other than above:

2. **WHEN** did damage or injury occur? (Give exact date and hour) 9/25/13; 7:15 a.m.

X sm 3/19/14

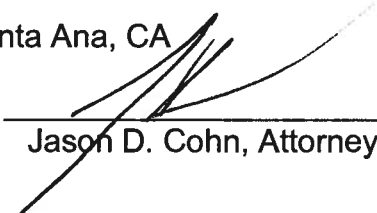
X Asst City Manager
X City Atty
X Pub Service Director
X C Warren

3. **WHERE** did damage or injury occur? (State specific location and locate on diagram on page four, where appropriate. Give street names and addresses and measurements from landmarks.) See Attachment A hereto
4. **HOW** did damage or injury occur? (Give full details) See Attachment A, hereto
5. What particular act or omission by the City, or its employees, caused the alleged damage or injury? See Attachment A, hereto
6. Give a description of the injury, property damage, or loss, so far as is known at the time of filing this claim. If there were no injuries, state, "No injuries." See Attachment A, hereto
7. Give the name(s) of the City employee(s) causing the damage or injury: See Attachment A, hereto
8. Give names and addresses of any other persons injured: See Attachment A, hereto
9. Give names and addresses of owners of any damaged property: See Attachment A, hereto

10. Give names and addresses of all witnesses, hospitals, doctors, etc.: See Attachment A, hereto
11. Damages claimed: See Attachment A, hereto
- a. Amount claimed as of this date: \$ _____
- b. Estimated amount of future costs \$ _____
- c. Total amount claimed: \$ _____
- d. Basis for computation of amounts claimed (include copies of **all** bills, invoices, estimates, etc.):
12. Expenditures made on account of accident or injury: (Date – Item) See Attachment A, hereto
13. Insurance payments received, if any, and name(s) of Insurance Company(ies): See Attachment A, hereto
14. Any additional information that might be helpful in considering this claim: See Attachment A, hereto

I HAVE READ THE MATTERS AND STATEMENTS MADE IN THE ABOVE CLAIM AND KNOW THE SAME TO BE TRUE OF MY OWN KNOWLEDGE, EXCEPT AS TO THOSE MATTERS STATED UPON INFORMATION OR BELIEF AND AS TO SUCH MATTERS I BELIEVE THAT SAME TO BE TRUE. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 18th day of March, 2014, at Santa Ana, CA
(State)



Jason D. Cohn, Attorney for Claimant

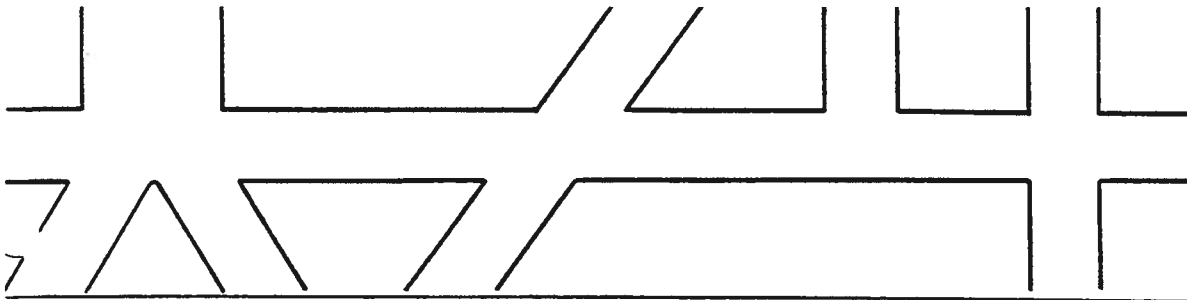
READ CAREFULLY

For all accident claims, place on the following diagram the names of streets, including north, east, south, and west; indicate place of accident by "X" and by showing house numbers or distances to street corners. See Attachment A, hereto

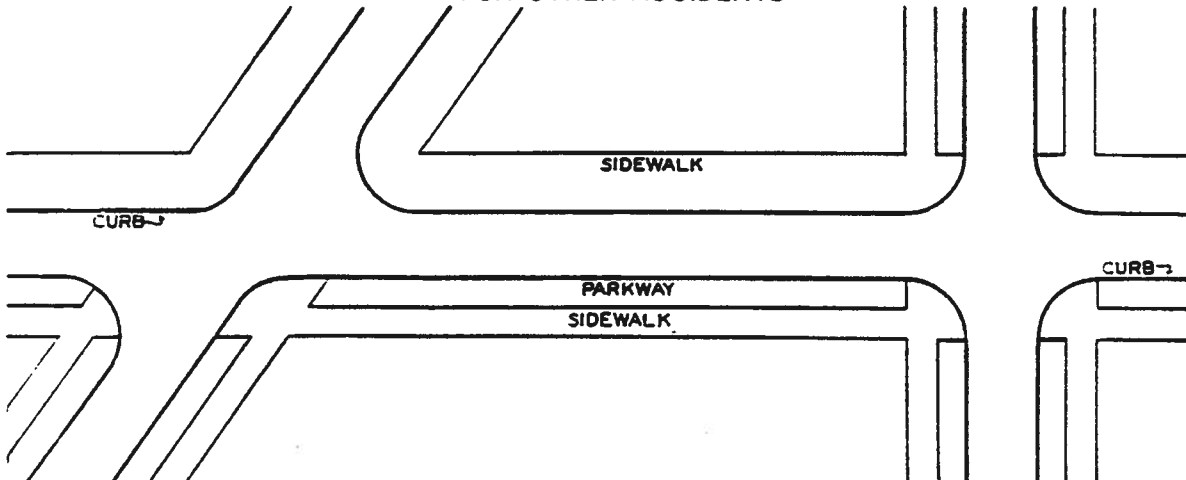
If a City vehicle was involved, designate with the letter "A" the location of the City vehicle when you first saw it, and with the letter "B" the location of you or your vehicle when you first saw the City vehicle. Designate with "A-1" the location of the City vehicle at the time of the accident, and designate your location or the location of your vehicle at the time of the accident with "B-1". Designate the point of impact with an "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



Signature of Claimant or
Person filing on his behalf
Giving relationship to
Claimant

Jason D. Cohn, Atty for Claimant
Typed Name

Date 3/18/14
Date

1 JASON D. COHN, Bar No. 192618
2 SAAR SWARTZON, Bar No. 198732
3 **COHN & SWARTZON, P.C.**
4 1851 East First Street, Suite 1250
5 Santa Ana, California 92705
6 Tel: (714) 547-5100
7 Fax: (714) 547-5424

8 ATTORNEYS FOR CLAIMANT BRAD KISSLER

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GOVERNMENTAL TORT CLAIM

11 BRAD KISSLER, an individual,

12 Claimant,

13 vs.

14 THE CITY OF LAGUNA HILLS, a
15 public entity; DOES 1 through 50,
16 inclusive,

17 Respondents.

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**ATTACHMENT "A" TO CLAIM FOR
DAMAGES - PERSONAL INJURIES
(Cal Govt. Code § 910)**

19 ***TO THE CITY OF LAGUNA HILLS:***

20 BRAD KISSLER (Claimant), hereby submits his claim against the CITY OF LAGUNA
21 HILLS (herein the "CITY") for personal injuries and related damages and makes the following
22 statements in support of his claim:

- 23 1. Date and Time of the Incident: September 25, 2013 at approximately 7:15 a.m.
24 2. Location of Incident: The intersection of Lake Forest Avenue and Avenida de la
25 Carlota in the City of Lake Forest, County of Orange, State of California (herein "SUBJECT
26 ACCIDENT LOCATION" or "SUBJECT INTERSECTION"), including the segments of
27 roadway within 500 feet in both directions on Lake Forest Avenue and within 500 feet in both

28 ///

ATTACHMENT "A" TO GOVERNMENT CLAIM

1 directions on Avenida de la Carlota (herein "SUBJECT ROADWAY"). A copy of the
2 intersection diagram is incorporated by this reference.

3 3. Claimants' name: BRAD KISSLER, referred to herein as "Claimant".

4 4. Claimant resides at 1095 Katella Street, Laguna Beach, California.

5 5. At all times relevant to this claim, Claimant was over the age of 18. Claimant
6 herein presents his claim to the CITY for his injuries and damages as alleged herein, based upon
7 the existence of dangerous conditions of public property under the control of the CITY at the
8 time and place of the incident giving rise to this claim (herein "SUBJECT ACCIDENT"),
9 including the SUBJECT ROADWAY and adjacent property. The conditions constituting the
10 dangerous conditions were a substantial factor in the cause of the SUBJECT ACCIDENT and the
11 injuries and damages suffered by Claimant.

12 6. All notices or other communications with regard to this claim should be sent to:

13 **Jason D. Cohn, Esquire**
14 **Cohn & Swartzon, P.C.**
15 **1851 East First Street, Suite 1250**
Santa Ana, CA 92705
714/547-5100

16 7. Claimant's investigation into the facts surrounding the SUBJECT ACCIDENT
17 and the SUBJECT ROADWAY is ongoing and not completed. The facts set forth herein are
18 based upon information and belief, and Claimant reserves the right to supplement or amend such
19 facts in his claim and Complaint for Damages.

20 8. The circumstances giving rise to this claim are as follows: At approximately 7:15
21 a.m. on September 25, 2013, Claimant was driving a 2003 Land Rover in a southerly direction on
22 Avenida de la Carlota proceeding through the intersection of Lake Forest Drive on a green traffic
23 light. At that time, Rufino Machorro Morales, driving a 2001 Ford F150 in an easterly direction
24 of Lake Forest Drive, entered the Avenida de la Carlota intersection on a red traffic signal and
25 violently collided with the 2003 Land Rover. The force of the impact was so great that it caused
26 the 2003 Land Rover to flip and roll over. The vehicle sustained major damage to both sides and
27 the top, as well as the rear. The collision was so violent it even caused the front windshield to
28 shatter. The Land Rover was declared a total loss.

1 As a result of the SUBJECT ACCIDENT, As a result of the collision, Claimant suffered
2 severe cervical and lumbar sprain/strain. MRI studies revealed objective findings of L4-L5 focal
3 disc protrusion with annular tear, encroaching into the left neuroforamen. Additionally, cervical
4 MRI studies revealed mild to moderate broad-based disc bulging with neuroforaminal narrowing
5 at C4-C5 and C5-C6. Additionally, Claimant suffered various cuts, scrapes and bruises such that
6 ER physicians were forced to utilize tape to remove all of the broken glass shards from Brad's
7 body and face.

8 9. At all times mentioned herein, the SUBJECT ROADWAY was in a dangerous
9 condition which created a reasonably foreseeable risk of the kind of incident and injury suffered
10 by Claimant. The conditions constituting the dangerous conditions were created by employees,
11 agents, contractors and/or representatives of the CITY acting within the course and scope of their
12 employment. Claimant is informed and believes, and on that basis alleges, that at all times
13 herein mentioned, the CITY (and possibly other public entities, corporations and persons not
14 presently known to Claimant) owned, controlled, planned, designed, constructed, maintained,
15 repaired, managed, monitored, replaced, signed, signaled, lighted, marked, striped, painted,
16 and/or entered into contracts, leases and easements in regards to the SUBJECT ROADWAY,
17 including the property and facilities adjacent thereto.

18 The dangerous conditions of the SUBJECT ROADWAY hereinafter described, were a
19 substantial factor in the cause of the SUBJECT ACCIDENT. The conditions constituting the
20 dangerous condition include, but are not limited to, the following:

- 21 A. The absence of a safe, reasonably, adequately and appropriately designed, studied,
22 planned, approved, authorized, located, configured, modified, controlled,
23 constructed, maintained, investigated, signed, marked and operated SUBJECT
24 INTERSECTION and SUBJECT ROADWAY;
- 25 B. The absence of appropriate roadway geometric and operational features on the
26 SUBJECT ROADWAY and adjacent property, including but not limited to,
27 absence of appropriate sight distance, sight easements, SUBJECT
28 INTERSECTION configuration, lane closures, setbacks, easements, landscaping

1 restrictions, tree and shrubbery removal, visibility of roadway conditions,
2 superelevation, grade, profile, speed limitations and restrictions, number of lanes,
3 lane reductions, lane widths, and shoulder widths;

4 C. The existence of blind areas of the SUBJECT ROADWAY and adjacent property,
5 including but not limited to, sight line and sight distance obstructions, limitations
6 and restrictions; visibility obstructions, restrictions, limitations or impairments;
7 grade and profile variances; elevation variances; and/or other inappropriate or
8 unusual conditions that caused the SUBJECT ROADWAY to constitute a
9 dangerous condition, and/or concealed, restricted, limited or impaired the
10 visibility and/or perception of motor vehicles on the SUBJECT ROADWAY,
11 when used by motorists using due care;

12 D. Changed physical conditions of the SUBJECT ROADWAY including, but not
13 limited to, the deterioration, degradation, loss of retro-reflectivity, lack of or
14 inadequate maintenance of, movement, modifications, and/or removal of roadway
15 materials and/or surface, roadway paint, striping, stenciling, markings, traffic
16 control devices, illumination, beacons, signs, warning signs, advisory signs,
17 regulatory signs, roadway delineation and/or pavement markings, after the time of
18 the approved design, construction, modification or improvement of the SUBJECT
19 ROADWAY, created a dangerous condition for motorists attempting to travel on
20 the SUBJECT ROADWAY at the SUBJECT ACCIDENT LOCATION;

21 E. Pavement markings, striping, signing, beacons, delineation, and/or traffic control
22 devices which were absent, malfunctioning, improperly timed, improperly phased,
23 inadequately maintained, lacking retro-reflectivity, deteriorated, degraded,
24 inconspicuous, and/or not readily apparent to motorists exercising due care at the
25 SUBJECT ACCIDENT LOCATION, and, thus, amounted to changed physical
26 conditions;

27 F. The absence of, failure to install, and/or failure to maintain all necessary and/or
28 appropriate traffic safety and/or traffic control devices, including, but not limited

1 to, roadside signs, overhead signs, in-pavement lighting or warnings, advance
2 warning signs, advisory signs, regulatory signs, guide signs, pavement markings,
3 painted shoulders, delineation, raised pavement markers, signals, illumination,
4 beacons, and other safety devices, which were necessary for the safety of
5 motorists using the SUBJECT ROADWAY;

6 G. The CITY created a "trap" for the unwary and a dangerous condition of public
7 property and its employees, agents and representatives were negligent in the
8 course and scope of their employment, in failing to appropriately designate, place,
9 situate, sign, stripe, mark, paint, delineate, illuminate, design, construct, maintain
10 or otherwise provide, identify and/or control with appropriate traffic control
11 devices and traffic engineering decisions, an appropriate SUBJECT
12 INTERSECTION and roadway facility, appropriate number, placement,
13 configuration and alignment of traveled lanes and lane widths, appropriate
14 placement and configuration of shoulder and shoulder width, an appropriate
15 SUBJECT INTERSECTION design which would have minimized or eliminated
16 conflicts and/or potential accidents between motorized vehicles on the SUBJECT
17 ROADWAY;

18 H. The speeds at which motorized vehicles travel on the SUBJECT ROADWAY
19 approaching and through the SUBJECT INTERSECTION combined with the
20 roadway geometric, physical and operational features, including but not limited to,
21 vertical curvature, horizontal curvature, available sight distances; sight distance
22 restrictions, limitations or impairments; lack of appropriate paved and marked
23 shoulder; lack of appropriate and adequate design, signing, striping, stenciling,
24 roadway markings, and traffic control devices for the SUBJECT
25 INTERSECTION with high traffic volumes; severely restricted opportunities for
26 motorists to observe other vehicles entering and crossing the SUBJECT
27 INTERSECTION; and further combined with the lack of necessary and/or
28 appropriate traffic control devices, and/or lack of appropriately maintained traffic

1 control devices, including but not limited to, roadside signs, overhead signs,
2 advance warning signs, advisory signs, regulatory signs, guide signs, striping,
3 pavement markings, delineation, raised pavement markers, signals, illumination,
4 beacons which were necessary and/or appropriate for the safety of motorists using
5 the SUBJECT ROADWAY, to constitute a dangerous condition of public
6 property for motorists using the SUBJECT ROADWAY with due care that
7 existed at the time of the SUBJECT ACCIDENT at the SUBJECT ACCIDENT
8 LOCATION;

9 I. The SUBJECT ROADWAY, including but not limited to, roadway materials,
10 roadway surface and traffic control devices, was inadequately, inappropriately and
11 improperly planned, designed, maintained, constructed, inspected, investigated,
12 evaluated, operated, regulated, monitored, analyzed, controlled, aligned,
13 configured, surfaced, striped, contoured, signed, marked, delineated, illuminated,
14 and signaled by the CITY its employees, agents and representatives in the course
15 and scope of their employment, thereby interfering with and/or impairing the safe
16 use of the SUBJECT ROADWAY for motorized vehicle travel;

17 J. The lack of appropriate and reasonable engineering inspections and/or engineering
18 inspection systems; the lack of appropriate and reasonable maintenance
19 inspections and/or maintenance inspection systems; the inappropriate, wrongful or
20 negligent traffic engineering and/or design of the SUBJECT ROADWAY to
21 include an appropriate intersection; failure to conform to California Manual On
22 Uniform Traffic Control Devices (CA MUTCD) regarding roadway and signing,
23 striping and markings; failure to conform to State of California and national
24 engineering guidelines and standards regarding intersection design and operation,
25 sight distance, visibility, sight easements, signing, striping, delineation, roadway
26 markings and stenciling; inappropriate or inadequate planning, design,
27 construction, operation, inspection, evaluation, and/or maintenance of the
28 SUBJECT ROADWAY.

1 10. The CITY had actual and/or constructive notice, knew or should have known of
2 the dangerous conditions described herein for a long enough period prior to the SUBJECT
3 ACCIDENT to have repaired, modified and/or remedied them. Among the factors that providing
4 the CITY with constructive and/or actual notice of the dangerous conditions are: operation of the
5 SUBJECT ROADWAY with 1) impaired, restricted, limited, and/or obstructed visibility of
6 vehicular traffic entering the SUBJECT INTERSECTION; 2) inadequate marked shoulder width;
7 3) inadequate shoulder striping, delineation and/or markings; 4) high motorized vehicle speeds;
8 5) high and increasing traffic volumes; 6) inadequate visibility, sight lines and sight distances; 7)
9 absent, inadequate and/or inappropriate roadway signing, striping, delineation, markings,
10 illumination, curb markings, safety devices and/or traffic control devices; 8) absent, inadequate,
11 and/or inappropriate maintenance of roadway signing, striping, delineation, markings,
12 illumination, curb markings, safety devices and/or traffic control devices; 9) absent, confusing,
13 misleading, misplaced, and/or distracting signs and pavement markings; 10) dangerous
14 conditions that were not reasonably apparent to motorists using the SUBJECT ROADWAY
15 which created a "trap" for the unwary; 11) the accident history of the SUBJECT ROADWAY;
16 12) the existence of blind areas, obscured sight lines, grade and profile variances, elevation
17 variances; 13) other inappropriate or unusual conditions that caused the SUBJECT ROADWAY
18 to constitute a dangerous condition, and/or concealed or impaired the visibility and/or perception
19 of vehicles on the SUBJECT ROADWAY; 14) traffic volumes and/or the frequency of use of the
20 SUBJECT ROADWAY by vehicles; 15) the changed conditions of the SUBJECT ROADWAY;
21 16) the number of "near-miss" events involving vehicles on the SUBJECT ROADWAY; 17)
22 complaints, e-mails, telephone calls, communications, correspondence, transmittals, assessments,
23 analyses, reports, and activities referring to or relating to the SUBJECT ROADWAY; and 18)
24 investigations, analyses, evaluations, studies, reports, inspections and/or assessments regarding
25 the SUBJECT ROADWAY performed, conducted, developed or prepared by or for the CITY by
26 its employees, agents, contractors and/or representatives.

27 11. Employees, agents, representatives and/or contractors of the CITY, and each of
28 them, negligently, wrongfully, tortiously and unlawfully created, caused or allowed dangerous

1 conditions to exist in regards to and on the SUBJECT ROADWAY at the SUBJECT
2 ACCIDENT LOCATION, within the course and scope of their employment (Government Code
3 Section 835(a)); and the CITY had actual and/or constructive notice of the dangerous conditions
4 of the SUBJECT ROADWAY at the SUBJECT ACCIDENT LOCATION for a sufficient time
5 prior to the incident and injury giving rise to this claim to have taken measures to protect against
6 the dangerous conditions; and sufficient funds were available to the CITY to undertake such
7 protective measures. (Government Code Section 835(b)).

8 12. Claimant maintains and reserves his right to plead additional facts, factors,
9 theories of liability and damages, and causes of action in hiser complaint for damages and at trial,
10 amounting to, or pertaining to, the existence of dangerous conditions of the SUBJECT
11 ROADWAY, reasonable foreseeability of the type of incident and injuries that occurred in
12 Claimant's accident, notice, employee negligence or wrongful conduct, causation, reasonableness
13 of measures, actions and/or omissions to act of the CITY, and damages, as may be subsequently
14 identified through discovery and investigation into this matter. Claimant reserves the right to
15 present such evidence at the time of trial based upon conditions which are heretofore unknown or
16 unidentified prior to the date of service of this claim.

17 13. At all times herein mentioned, the CITY was responsible for the planning, design,
18 supervision, control, construction, servicing, management, inspection, operation, signing,
19 striping, maintenance, repair, traffic control, inspection, monitoring, evaluation, analysis, and
20 other activities related to the SUBJECT ROADWAY, including but not limited to, property
21 adjacent to the SUBJECT ROADWAY which directly affected the amount, type, direction,
22 speed, movement and operation of vehicular traffic movements on the SUBJECT ROADWAY,
23 as well as the conditions of the SUBJECT ROADWAY at the SUBJECT ACCIDENT
24 LOCATION.

25 14. That at said time and place, the CITY, by and through its employees, agents,
26 servants, representatives, and independent contractors, proximately caused the injuries and
27 damages to Claimant as herein mentioned by negligently, wrongfully, tortiously, unreasonably,
28 unlawfully, recklessly and/or wantonly:

- 1 A. Planning, designing, engineering, evaluating, reviewing, constructing, owning,
2 possessing, controlling, operating, maintaining, servicing, inspecting, evaluating,
3 analyzing, repairing, signing, signalizing, painting, striping, marking, and/or
4 monitoring, or failing to perform or appropriately perform any of these functions
5 regarding, the SUBJECT ROADWAY;
- 6 B. Supervising, controlling, contracting, inspecting, repairing, maintaining,
7 engineering, evaluating, analyzing, reviewing, monitoring, warning, or failing to
8 warn, mark, sign signalize, and performing work on the SUBJECT ROADWAY
9 with regard to design configurations, geometrics, geometric design, sight
10 distances, roadside areas, traffic control devices, absence of traffic control
11 devices, warning devices, traffic separation, illumination, beacons, and physical
12 features, and fixtures on and adjacent to the SUBJECT ROADWAY, which
13 created or allowed to exist a dangerous condition which was not reasonably
14 apparent to motorists and pedestrians using the roadway with due care;
- 15 ///
- 16 C. Failing to guard, warn, and protect motorists and pedestrians regarding hazardous
17 conditions which were unforeseeable, or not reasonably apparent, to prudent
18 motorists and pedestrians and constituting a "trap" condition for the unwary. The
19 CITY knew about said conditions, or in the exercise of reasonable diligence
20 should have known about their existence on the SUBJECT ROADWAY prior to
21 the date of the SUBJECT ACCIDENT. The "trap" condition created or allowed
22 by the CITY was a substantial factor in the cause of the SUBJECT ACCIDENT;
- 23 D. Designing, constructing, owning, supervising, controlling, testing, entrusting,
24 permitting, managing, maintaining, servicing, repairing, inspecting, evaluating,
25 approving, and operating with regard to the SUBJECT ROADWAY so as to
26 cause, permit, and allow to exist dangerous, defective and unsafe conditions at the
27 SUBJECT ACCIDENT LOCATION as herein described;
- 28 E. Failing to construct, install and maintain appropriate traffic control devices,

1 signing, striping, painting, signals, beacons, illumination, roadway markings, curb
2 markings, delineation, traveled lanes, paved shoulders, painted shoulders, and
3 other warning signs which would have reduced the likelihood of the SUBJECT
4 ACCIDENT;

5 F. Conducting itself and themselves with regard to the SUBJECT ROADWAY so as
6 to proximately cause the injuries and damages sustained by Claimant;

7 G. Creating a "trap" for motorists on and around the SUBJECT ROADWAY and
8 SUBJECT INTERSECTION.

9 15. The conduct of the CITY caused dangerous conditions to exist that created a
10 substantial and reasonably foreseeable risk of the occurrence of the type of injuries and incident
11 herein alleged when the SUBJECT ROADWAY was used with due care in a manner in which it
12 was reasonably foreseeable that it would be used.

13 16. The CITY had actual knowledge of the existence of the dangerous conditions of
14 the SUBJECT ROADWAY, including, but not limited to, its lack of appropriate traffic control
15 devices, improperly timed or phased traffic control devices, lack of appropriate signing, striping,
16 stenciling, pavement markings, delineation, signalization, illumination, beacons, warning
17 devices, sight distances, visibility, lane widths, and shoulder widths. The CITY had actual
18 knowledge of the accident rate, number of near miss incidents, traffic volumes, truck and high
19 profile vehicle volumes, and other conditions, or the lack of appropriate maintenance thereof, and
20 knew, or should have known, of the dangerous character and conditions of the SUBJECT
21 ROADWAY and SUBJECT INTERSECTION for a sufficient period of time prior to the
22 SUBJECT ACCIDENT and Claimant's injuries to have taken appropriate measures to protect
23 against the dangerous conditions in that, and not by way of limitation, The CITY knew or should
24 have known of the occurrence of numerous prior, similar accidents or near-accidents on or near
25 the SUBJECT ROADWAY; received, or was aware of, reports, complaints, claim, and/or notices
26 to the CITY, advising it of the dangerous conditions of the SUBJECT ROADWAY prior to the
27 SUBJECT ACCIDENT; and the dangerous conditions had existed for a sufficient period of time
28 prior to the SUBJECT ACCIDENT and were of such an obvious nature that the CITY knew or,

1 in the exercise of due care, should have discovered the dangerous conditions and their dangerous
2 character prior to the date of the SUBJECT ACCIDENT. The CITY had the authority and the
3 responsibility to take appropriate and adequate measures and action to protect against the
4 dangerous conditions at its expense, and the funds or other means to remedy or repair the
5 dangerous conditions of the SUBJECT ROADWAY were immediately available to it.

6 17. As a proximate result of the existence of the aforementioned dangerous conditions
7 and negligence or wrongful conduct of the CITY, Claimant was severely injured and sustained
8 and suffered severe, permanent physical, mental and emotional injuries in the SUBJECT
9 ACCIDENT.

10 18. As a direct, proximate and legal result of the aforementioned dangerous
11 conditions, and the SUBJECT ACCIDENT, Claimant sustained severe nerve damage, alteration
12 of the appearance and movement of his body, significant and permanent alteration of his body
13 mechanics, posture and gait, soft tissue injuries, lacerations and abrasions, physical and mental
14 pain and suffering, emotional distress, emotional and physical injuries to his health, harm in his
15 health, strength and activities, changes in the appearance and function of his body and brain,
16 sustained bodily injury and shock and injury to his nervous system and person, all of which
17 injuries have caused and continue to cause Claimant physical, emotional and mental pain and
18 suffering. Claimant has incurred and will incur in the future, the expense of medical treatment to
19 treat his injuries, care giving, household services, loss of income, loss of capacity to earn future
20 income from work and/or business, and/or the full or partial ability to work and earn income in
21 the future, and other special and economic damages in an amount which exceeds the minimum
22 jurisdictional amount of the court with jurisdiction over this matter, according to proof at trial

23 19. As a further direct and proximate result of the aforementioned dangerous
24 conditions and the SUBJECT ACCIDENT Claimant sustained and will sustain in the future,
25 physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment,
26 inconvenience, grief, anxiety, humiliation, emotional distress, changes in the appearance and
27 function of his body, temporary and permanent disability, and other general and non-economic
28 damages, in an amount which exceeds the minimum jurisdictional amount of the court with

1 jurisdiction over this matter, according to proof at trial. Claimant is informed and believes and
2 thereon alleges that his injuries will result in some permanent disability, all to Claimant's general
3 damage in an amount according to proof.

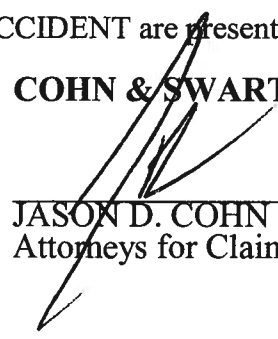
4 20. Jurisdiction over this claim would rest in the Superior Court of the County of
5 Orange, State of California.

6 21. The names of the public employee or employees causing or contributing to
7 Claimant's damages as a result of the SUBJECT ACCIDENT are presently unknown.

8 Dated: March 17, 2014

COHN & SWARTZON, P.C.

9
10 By:



JASON D. COHN
Attorneys for Claimant

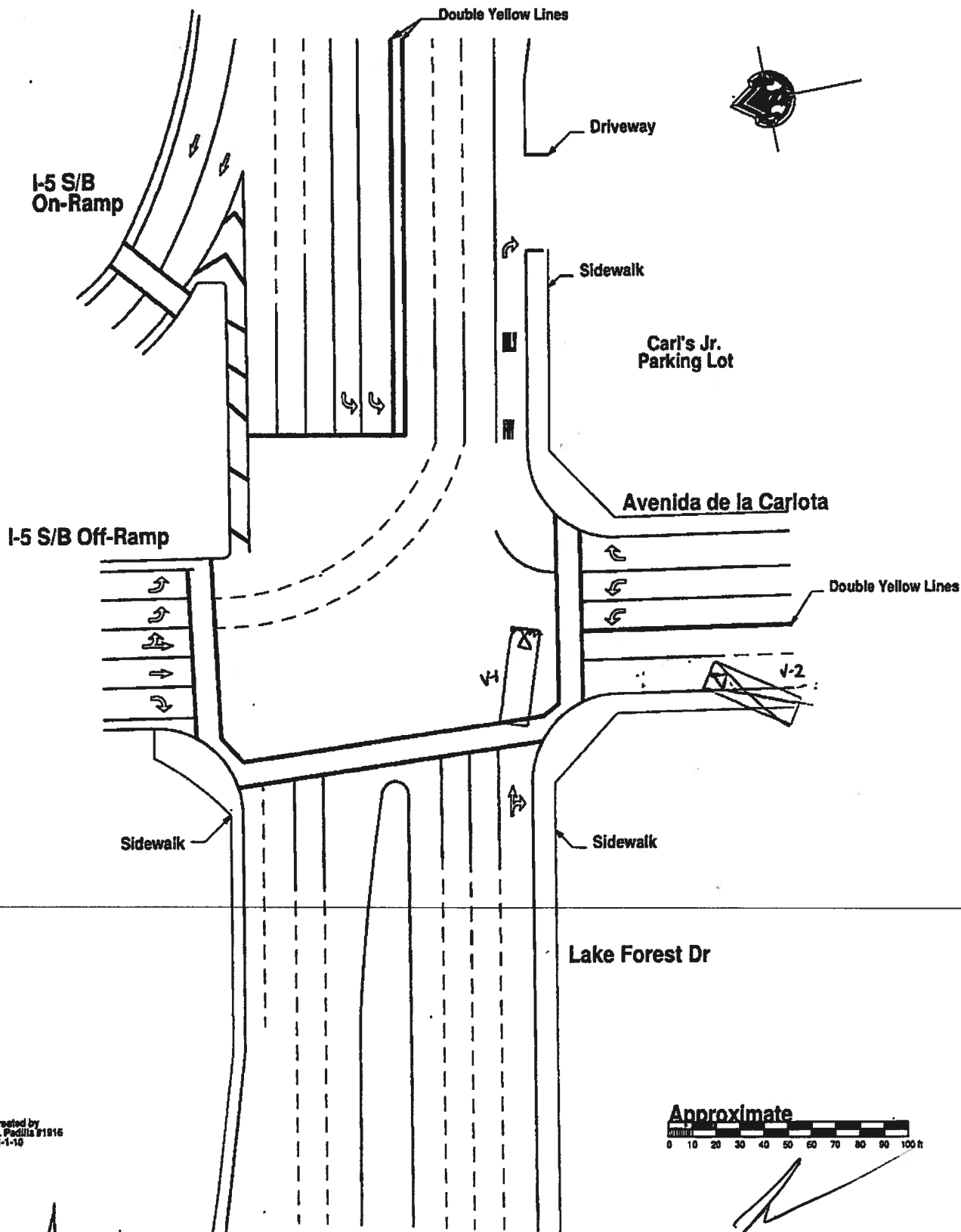
STATE OF CALIFORNIA
FACTUAL DIAGRAM

CHP 555 Page 4 (Rev. 8-97) OPI 042

PAGE 4 OF 8

DATE OF INCIDENT 13-188769	TIME 1715	NCIC NUMBER 2000	OFFICER I.D. 3602	NUMBER 13-188769
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ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



Created by
M. Pedilla 91816
11-1-10

Approximate
0 10 20 30 40 50 60 70 80 90 100 ft

PREPARED BY 11/25/2011	ITEM NO. 3.6	I.D. NUMBER 3602	DATE 10-1-13	REVIEWER'S NAME DEP. R. REYES #3329	DATE OCT 02 2013
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1 **PROOF OF SERVICE**
2 **C.C.P. § 1013A(3)**

3 **STATE OF CALIFORNIA,**
4 **COUNTY OF ORANGE**

5 I am employed in the County of Orange, State of California. I am over the age of 18 and
6 not a party to the within action; my business address is 1851 East First Street, Suite 1250, Santa
7 Ana, California 92705.

8 On March 18, 2014, I served the foregoing document described as **CITY OF LAGUNA
9 HILLS GOVERNMENT CLAIM FOR DAMAGES FORM, ATTACHMENT 'A' TO
10 CLAIM FOR DAMAGES - PERSONAL INJURIES (Cal Govt. Code § 910)** on all interested
11 parties in this action by placing the true copy thereof, enclosed in a sealed envelope addressed as
12 follows:

13 City of Laguna Hills
14 City Clerk
15 24035 El Toro Road
16 Laguna Hills, CA 92653

17 ☐ **BY MAIL**

18 ☒ **BY CERTIFIED MAIL RETURN RECEIPT REQUESTED**

19 ☐ **BY EXPRESS MAIL (OVERNIGHT DELIVERY)**

20 I am "readily familiar" with the firm's practice of collection and processing
21 correspondence for mailing. Under that practice it would be deposited with the U.S.
22 postal service on that same day with postage thereon fully prepaid at Santa Ana,
23 California in the ordinary course of business. I am aware that on motion of the party
24 served, service is presumed invalid if postal cancellation date or postage meter date is
25 more than one day after date of deposit for mailing in affidavit.

26 ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to
27 the offices of the addressees:

28 ☐ **BY FACSIMILE:** I served the above-mentioned documents from **Facsimile Machine**
No. (714) 547-5424 to the interested parties at the facsimile
numbers as on the "Service List". The facsimile machine I used
complied with California Rules of Court 2.306, and no error was
reported by my machine. Pursuant to CRC 2.306(h)(4), I caused
the machine to print a transmission record of this transaction, a
copy of which is attached to this Proof of Service.

Executed on March 18, 2014, at Santa Ana, California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.


Linda Chapman



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CLAIM AGAINST THE CITY, RICK SELLMAN

**RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND
DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.**

SUMMARY:

On March 19, 2014, the City received a claim from Rick Sellman (passenger) for injuries from a traffic collision with another vehicle that occurred in Laguna Hills on September 25, 2013, at the intersection of Avenida de Carlota and Lake Forest Drive. The accident resulted in injuries to Mr. Sellman.

On October 20, 2014, the City Clerk received notification from its Claim Administrator to reject this claim. The City Manager has the authority to reject claims in amounts less than \$50,000. Because this claim did not have a specified amount for total damage, it is recommended that the City Council reject the claim.

ATTACHMENTS:

- Claim of Rick Sellman

RICK SELLMAN CLAIM

CITY OF LAGUNA HILLS

CLAIM FOR DAMAGES To Person or Property

Reserve for Date Stamp

LGHCC MAR 19 '14 PM 1:13

Claim No. C1405

Received by Jardi

Via: U.S. Mail ☒
Hand Delivered ☐

1. Claims for death or injury to person or to personal property must be filed not later than six months after the occurrence (Government Code Section 911.2). Be sure your claim is against the City of Laguna Hills, not another public entity.
2. Claims for damages to real property must be filed not later than one year after the occurrence (Government Code Section 911.2).
3. Read the entire claim before filing.
4. See page four for the diagram upon which to locate the place of the accident.
5. This claim form must be signed on page three at the bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claims must be filed with the City Clerk (Government Code Section 915a).

THE UNDERSIGNED RESPECTFULLY SUBMITS THE FOLLOWING CLAIM AND INFORMATION RELATIVE TO DAMAGE TO PERSONS AND/OR PERSONAL PROPERTY PURSUANT TO THE PROVISIONS OF SECTIONS 900 THROUGH 915.2 OF THE GOVERNMENT CODE:

Completed claims must
be mailed or delivered
to:

City of Laguna Hills
City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

CLAIMANT INFORMATION

Name: Rick Sellman

Address: 1851 E. 1st Street, #1250, Santa Ana,
CA 92705

Phone: Daytime (714) 547-5100

Evening (714) 547-5100

Date of Birth: July 16, 1962

Driver's License No.:

State: Arizona

1. Name, telephone number, and address to which claimant desires notices to be sent, if other than above:

2. **WHEN** did damage or injury occur? (Give exact date and hour) 9/25/13; 7:15 a.m.

X sm 3/19/14

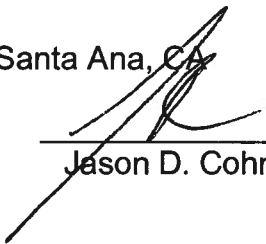
X Asst City Manager
X City Attorney
X Pub Services Director
X C. Wamen

3. **WHERE** did damage or injury occur? (State specific location and locate on diagram on page four, where appropriate. Give street names and addresses and measurements from landmarks.) See Attachment A hereto
4. **HOW** did damage or injury occur? (Give full details) See Attachment A, hereto
5. What particular act or omission by the City, or its employees, caused the alleged damage or injury? See Attachment A, hereto
6. Give a description of the injury, property damage, or loss, so far as is known at the time of filing this claim. If there were no injuries, state, "No injuries." See Attachment A, hereto
7. Give the name(s) of the City employee(s) causing the damage or injury: See Attachment A, hereto
8. Give names and addresses of any other persons injured: See Attachment A, hereto
9. Give names and addresses of owners of any damaged property: See Attachment A, hereto

10. Give names and addresses of all witnesses, hospitals, doctors, etc.: See Attachment A, hereto
11. Damages claimed: See Attachment A, hereto
- a. Amount claimed as of this date: \$ _____
- b. Estimated amount of future costs \$ _____
- c. Total amount claimed: \$ _____
- d. Basis for computation of amounts claimed (include copies of **all** bills, invoices, estimates, etc.):
12. Expenditures made on account of accident or injury: (Date – Item) See Attachment A, hereto
13. Insurance payments received, if any, and name(s) of Insurance Company(ies): See Attachment A, hereto
14. Any additional information that might be helpful in considering this claim: See Attachment A, hereto

I HAVE READ THE MATTERS AND STATEMENTS MADE IN THE ABOVE CLAIM AND KNOW THE SAME TO BE TRUE OF MY OWN KNOWLEDGE, EXCEPT AS TO THOSE MATTERS STATED UPON INFORMATION OR BELIEF AND AS TO SUCH MATTERS I BELIEVE THAT SAME TO BE TRUE. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 18th day of March, 2014, at Santa Ana, CA
(State)



Jason D. Cohn, Attorney for Claimant

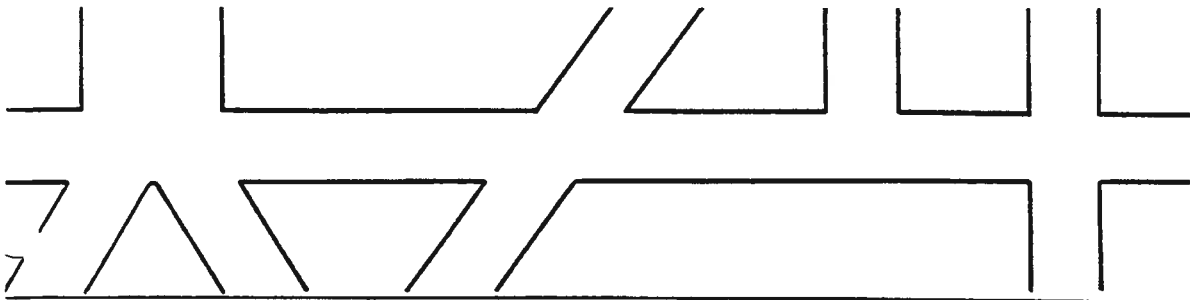
READ CAREFULLY

For all accident claims, place on the following diagram the names of streets, including north, east, south, and west; indicate place of accident by "X" and by showing house numbers or distances to street corners. See Attachment A, hereto

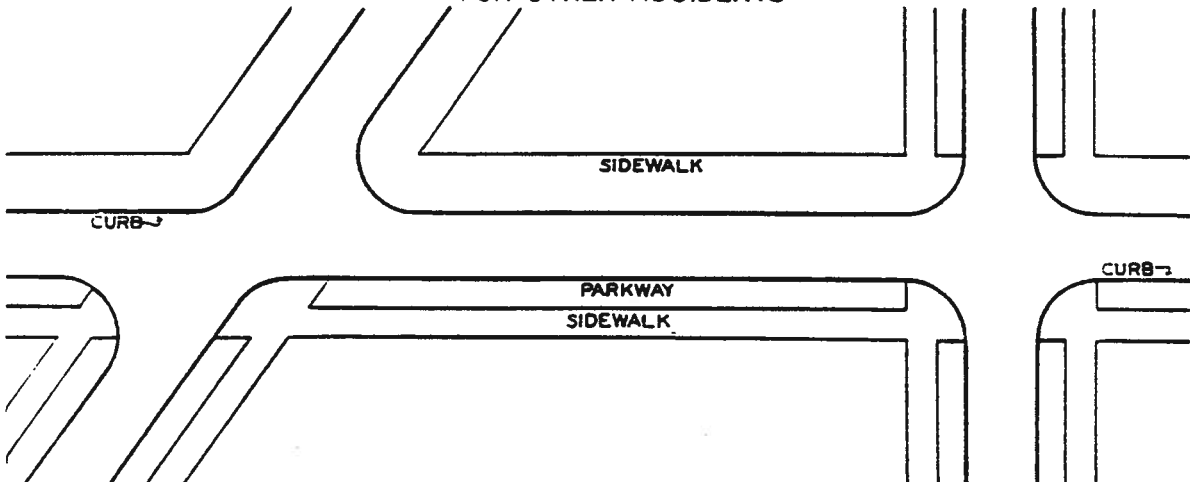
If a City vehicle was involved, designate with the letter "A" the location of the City vehicle when you first saw it, and with the letter "B" the location of you or your vehicle when you first saw the City vehicle. Designate with "A-1" the location of the City vehicle at the time of the accident, and designate your location or the location of your vehicle at the time of the accident with "B-1". Designate the point of impact with an "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS





Signature of Claimant or
Person filing on his behalf
Giving relationship to
Claimant

Jason D. Cohn, Atty for Claimant

Typed Name

Date 3/18/14

Date

1 JASON D. COHN, Bar No. 192618
2 SAAR SWARTZON, Bar No. 198732
3 COHN & SWARTZON, P.C.
4 1851 East First Street, Suite 1250
5 Santa Ana, California 92705
6 Tel: (714) 547-5100
7 Fax: (714) 547-5424

8 ATTORNEYS FOR CLAIMANT RICK SELLMAN

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GOVERNMENTAL TORT CLAIM

RICK SELLMAN, an individual,

Claimant,

vs.

THE CITY OF LAGUNA HILLS, a
public entity; DOES 1 through 50,
inclusive,

Respondents.

**ATTACHMENT "A" TO CLAIM FOR
DAMAGES - PERSONAL INJURIES
(Cal Govt. Code § 910)**

TO THE CITY OF LAGUNA HILLS:

RICK SELLMAN (Claimant), hereby submits his claim against the CITY OF LAGUNA HILLS (herein the "CITY") for personal injuries and related damages and makes the following statements in support of his claim:

1. Date and Time of the Incident: September 25, 2013 at approximately 7:15 a.m.
2. Location of Incident: The intersection of Lake Forest Avenue and Avenida de la Carlota in the City of Lake Forest, County of Orange, State of California (herein "SUBJECT ACCIDENT LOCATION" or "SUBJECT INTERSECTION"), including the segments of roadway within 500 feet in both directions on Lake Forest Avenue and within 500 feet in both

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ATTACHMENT "A" TO GOVERNMENT CLAIM

1 directions on Avenida de la Carlota (herein "SUBJECT ROADWAY"). A copy of the
2 intersection diagram is incorporated by this reference.

3 3. Claimants' name: RICK SELLMAN, referred to herein as "Claimant".

4 4. Claimant resides at 11375 E. Sahuaro Drive, #1032, Scottsdale, Arizona.

5 5. At all times relevant to this claim, Claimant was over the age of 18. Claimant
6 herein presents his claim to the CITY for his injuries and damages as alleged herein, based upon
7 the existence of dangerous conditions of public property under the control of the CITY at the
8 time and place of the incident giving rise to this claim (herein "SUBJECT ACCIDENT"),
9 including the SUBJECT ROADWAY and adjacent property. The conditions constituting the
10 dangerous conditions were a substantial factor in the cause of the SUBJECT ACCIDENT and the
11 injuries and damages suffered by Claimant.

12 6. All notices or other communications with regard to this claim should be sent to:

13 **Jason D. Cohn, Esquire**
14 **Cohn & Swartzon, P.C.**
15 **1851 East First Street, Suite 1250**
Santa Ana, CA 92705
714/547-5100

16 7. Claimant's investigation into the facts surrounding the SUBJECT ACCIDENT
17 and the SUBJECT ROADWAY is ongoing and not completed. The facts set forth herein are
18 based upon information and belief, and Claimant reserves the right to supplement or amend such
19 facts in his claim and Complaint for Damages.

20 8. The circumstances giving rise to this claim are as follows: At approximately 7:15
21 a.m. on September 25, 2013, Rick Sellman was a passenger in a 2003 Land Rover being driven
22 by Bradley Kissler in a southerly direction on Avenida de la Carlota proceeding through the
23 intersection of Lake Forest Drive on a green traffic light. At that time, Rufino Machorro
24 Morales, driving a 2001 Ford F150 in an easterly direction of Lake Forest Drive, entered the
25 Avenida de la Carlota intersection on a red traffic signal and violently collided with the 2003
26 Land Rover. The force of the impact was so great that it caused the 2003 Land Rover to flip and
27 roll over. The vehicle sustained major damage to both sides and the top, as well as the rear. The

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1 collision was so violent it even caused the front windshield to shatter. The Land Rover was
2 declared a total loss.

3 As a result of the SUBJECT ACCIDENT, Claimant sustained the following discernible
4 injuries:

- 5 • grade 1 anterolisthesis of C6 on C7 with an approximate 4 mm slippage
- 6 • fractures through the bilateral lateral column of C6 including a jumped facet on
7 the left related to a fracture through the base of the left lamina with implications pertaining to the
8 left vertebral artery
- 9 • Traumatic disc herniations at C6-C7 and C4-C5
- 10 • fracture through the base of the left lamina of C6
- 11 • spinous process fracture at C5
- 12 • extensive edema in the posterior paraspinous soft tissues consistent with posterior
13 ligamentous injury extending from C1 to C-5
- 14 • epidural fluid at the C5 and C6 levels
- 15 • large left parietal vertex hematoma of the scalp
- 16 • lumbar pain
- 17 • left hand abrasions

18 After thorough examination and testing, Rick underwent surgery on September 27, 2013
19 under the direction of Neurosurgeon Farzad Massoudi, M.D.. Dr. Massoudi performed anterior
20 C6 and C7 corpectomies, anterior spinal arthrodesis with insertion of a PEEK cage with Actifuse.

21 9. At all times mentioned herein, the SUBJECT ROADWAY was in a dangerous
22 condition which created a reasonably foreseeable risk of the kind of incident and injury suffered
23 by Claimant. The conditions constituting the dangerous conditions were created by employees,
24 agents, contractors and/or representatives of the CITY acting within the course and scope of their
25 employment. Claimant is informed and believes, and on that basis alleges, that at all times
26 herein mentioned, the CITY (and possibly other public entities, corporations and persons not
27 presently known to Claimant) owned, controlled, planned, designed, constructed, maintained,
28 repaired, managed, monitored, replaced, signed, signaled, lighted, marked, striped, painted,

1 and/or entered into contracts, leases and easements in regards to the SUBJECT ROADWAY,
2 including the property and facilities adjacent thereto.

3 The dangerous conditions of the SUBJECT ROADWAY hereinafter described, were a
4 substantial factor in the cause of the SUBJECT ACCIDENT. The conditions constituting the
5 dangerous condition include, but are not limited to, the following:

- 6 A. The absence of a safe, reasonably, adequately and appropriately designed, studied,
7 planned, approved, authorized, located, configured, modified, controlled,
8 constructed, maintained, investigated, signed, marked and operated SUBJECT
9 INTERSECTION and SUBJECT ROADWAY;
- 10 B. The absence of appropriate roadway geometric and operational features on the
11 SUBJECT ROADWAY and adjacent property, including but not limited to,
12 absence of appropriate sight distance, sight easements, SUBJECT
13 INTERSECTION configuration, lane closures, setbacks, easements, landscaping
14 restrictions, tree and shrubbery removal, visibility of roadway conditions,
15 superelevation, grade, profile, speed limitations and restrictions, number of lanes,
16 lane reductions, lane widths, and shoulder widths;
- 17 C. The existence of blind areas of the SUBJECT ROADWAY and adjacent property,
18 including but not limited to, sight line and sight distance obstructions, limitations
19 and restrictions; visibility obstructions, restrictions, limitations or impairments;
20 grade and profile variances; elevation variances; and/or other inappropriate or
21 unusual conditions that caused the SUBJECT ROADWAY to constitute a
22 dangerous condition, and/or concealed, restricted, limited or impaired the
23 visibility and/or perception of motor vehicles on the SUBJECT ROADWAY,
24 when used by motorists using due care;
- 25 D. Changed physical conditions of the SUBJECT ROADWAY including, but not
26 limited to, the deterioration, degradation, loss of retro-reflectivity, lack of or
27 inadequate maintenance of, movement, modifications, and/or removal of roadway
28 materials and/or surface, roadway paint, striping, stenciling, markings, traffic

control devices, illumination, beacons, signs, warning signs, advisory signs, regulatory signs, roadway delineation and/or pavement markings, after the time of the approved design, construction, modification or improvement of the SUBJECT ROADWAY, created a dangerous condition for motorists attempting to travel on the SUBJECT ROADWAY at the SUBJECT ACCIDENT LOCATION;

E. Pavement markings, striping, signing, beacons, delineation, and/or traffic control devices which were absent, malfunctioning, improperly timed, improperly phased, inadequately maintained, lacking retro-reflectivity, deteriorated, degraded, inconspicuous, and/or not readily apparent to motorists exercising due care at the SUBJECT ACCIDENT LOCATION, and, thus, amounted to changed physical conditions;

F. The absence of, failure to install, and/or failure to maintain all necessary and/or appropriate traffic safety and/or traffic control devices, including, but not limited to, roadside signs, overhead signs, in-pavement lighting or warnings, advance warning signs, advisory signs, regulatory signs, guide signs, pavement markings, painted shoulders, delineation, raised pavement markers, signals, illumination, beacons, and other safety devices, which were necessary for the safety of motorists using the SUBJECT ROADWAY;

G. The CITY created a "trap" for the unwary and a dangerous condition of public property and its employees, agents and representatives were negligent in the course and scope of their employment, in failing to appropriately designate, place, situate, sign, stripe, mark, paint, delineate, illuminate, design, construct, maintain or otherwise provide, identify and/or control with appropriate traffic control devices and traffic engineering decisions, an appropriate SUBJECT INTERSECTION and roadway facility, appropriate number, placement, configuration and alignment of traveled lanes and lane widths, appropriate placement and configuration of shoulder and shoulder width, an appropriate SUBJECT INTERSECTION design which would have minimized or eliminated

1 conflicts and/or potential accidents between motorized vehicles on the SUBJECT
2 ROADWAY;

3 H. The speeds at which motorized vehicles travel on the SUBJECT ROADWAY
4 approaching and through the SUBJECT INTERSECTION combined with the
5 roadway geometric, physical and operational features, including but not limited to,
6 vertical curvature, horizontal curvature, available sight distances; sight distance
7 restrictions, limitations or impairments; lack of appropriate paved and marked
8 shoulder; lack of appropriate and adequate design, signing, striping, stenciling,
9 roadway markings, and traffic control devices for the SUBJECT
10 INTERSECTION with high traffic volumes; severely restricted opportunities for
11 motorists to observe other vehicles entering and crossing the SUBJECT
12 INTERSECTION; and further combined with the lack of necessary and/or
13 appropriate traffic control devices, and/or lack of appropriately maintained traffic
14 control devices, including but not limited to, roadside signs, overhead signs,
15 advance warning signs, advisory signs, regulatory signs, guide signs, striping,
16 pavement markings, delineation, raised pavement markers, signals, illumination,
17 beacons which were necessary and/or appropriate for the safety of motorists using
18 the SUBJECT ROADWAY, to constitute a dangerous condition of public
19 property for motorists using the SUBJECT ROADWAY with due care that
20 existed at the time of the SUBJECT ACCIDENT at the SUBJECT ACCIDENT
21 LOCATION;

22 I. The SUBJECT ROADWAY, including but not limited to, roadway materials,
23 roadway surface and traffic control devices, was inadequately, inappropriately and
24 improperly planned, designed, maintained, constructed, inspected, investigated,
25 evaluated, operated, regulated, monitored, analyzed, controlled, aligned,
26 configured, surfaced, striped, contoured, signed, marked, delineated, illuminated,
27 and signaled by the CITY its employees, agents and representatives in the course
28 and scope of their employment, thereby interfering with and/or impairing the safe

use of the SUBJECT ROADWAY for motorized vehicle travel;

J. The lack of appropriate and reasonable engineering inspections and/or engineering inspection systems; the lack of appropriate and reasonable maintenance inspections and/or maintenance inspection systems; the inappropriate, wrongful or negligent traffic engineering and/or design of the SUBJECT ROADWAY to include an appropriate intersection; failure to conform to California Manual On Uniform Traffic Control Devices (CA MUTCD) regarding roadway and signing, striping and markings; failure to conform to State of California and national engineering guidelines and standards regarding intersection design and operation, sight distance, visibility, sight easements, signing, striping, delineation, roadway markings and stenciling; inappropriate or inadequate planning, design, construction, operation, inspection, evaluation, and/or maintenance of the SUBJECT ROADWAY.

10. The CITY had actual and/or constructive notice, knew or should have known of the dangerous conditions described herein for a long enough period prior to the SUBJECT ACCIDENT to have repaired, modified and/or remedied them. Among the factors that providing the CITY with constructive and/or actual notice of the dangerous conditions are: operation of the SUBJECT ROADWAY with 1) impaired, restricted, limited, and/or obstructed visibility of vehicular traffic entering the SUBJECT INTERSECTION; 2) inadequate marked shoulder width; 3) inadequate shoulder striping, delineation and/or markings; 4) high motorized vehicle speeds; 5) high and increasing traffic volumes; 6) inadequate visibility, sight lines and sight distances; 7) absent, inadequate and/or inappropriate roadway signing, striping, delineation, markings, illumination, curb markings, safety devices and/or traffic control devices; 8) absent, inadequate, and/or inappropriate maintenance of roadway signing, striping, delineation, markings, illumination, curb markings, safety devices and/or traffic control devices; 9) absent, confusing, misleading, misplaced, and/or distracting signs and pavement markings; 10) dangerous conditions that were not reasonably apparent to motorists using the SUBJECT ROADWAY which created a "trap" for the unwary; 11) the accident history of the SUBJECT ROADWAY;

1 12) the existence of blind areas, obscured sight lines, grade and profile variances, elevation
2 variances; 13) other inappropriate or unusual conditions that caused the SUBJECT ROADWAY
3 to constitute a dangerous condition, and/or concealed or impaired the visibility and/or perception
4 of vehicles on the SUBJECT ROADWAY; 14) traffic volumes and/or the frequency of use of the
5 SUBJECT ROADWAY by vehicles; 15) the changed conditions of the SUBJECT ROADWAY;
6 16) the number of "near-miss" events involving vehicles on the SUBJECT ROADWAY; 17)
7 complaints, e-mails, telephone calls, communications, correspondence, transmittals, assessments,
8 analyses, reports, and activities referring to or relating to the SUBJECT ROADWAY; and 18)
9 investigations, analyses, evaluations, studies, reports, inspections and/or assessments regarding
10 the SUBJECT ROADWAY performed, conducted, developed or prepared by or for the CITY by
11 its employees, agents, contractors and/or representatives.

12 11. Employees, agents, representatives and/or contractors of the CITY, and each of
13 them, negligently, wrongfully, tortiously and unlawfully created, caused or allowed dangerous
14 conditions to exist in regards to and on the SUBJECT ROADWAY at the SUBJECT
15 ACCIDENT LOCATION, within the course and scope of their employment (Government Code
16 Section 835(a)); and the CITY had actual and/or constructive notice of the dangerous conditions
17 of the SUBJECT ROADWAY at the SUBJECT ACCIDENT LOCATION for a sufficient time
18 prior to the incident and injury giving rise to this claim to have taken measures to protect against
19 the dangerous conditions; and sufficient funds were available to the CITY to undertake such
20 protective measures. (Government Code Section 835(b)).

21 12. Claimant maintains and reserves his right to plead additional facts, factors,
22 theories of liability and damages, and causes of action in hiser complaint for damages and at trial,
23 amounting to, or pertaining to, the existence of dangerous conditions of the SUBJECT
24 ROADWAY, reasonable foreseeability of the type of incident and injuries that occurred in
25 Claimant's accident, notice, employee negligence or wrongful conduct, causation, reasonableness
26 of measures, actions and/or omissions to act of the CITY, and damages, as may be subsequently
27 identified through discovery and investigation into this matter. Claimant reserves the right to
28 present such evidence at the time of trial based upon conditions which are heretofore unknown or

1 unidentified prior to the date of service of this claim.

2 13. At all times herein mentioned, the CITY was responsible for the planning, design,
3 supervision, control, construction, servicing, management, inspection, operation, signing,
4 striping, maintenance, repair, traffic control, inspection, monitoring, evaluation, analysis, and
5 other activities related to the SUBJECT ROADWAY, including but not limited to, property
6 adjacent to the SUBJECT ROADWAY which directly affected the amount, type, direction,
7 speed, movement and operation of vehicular traffic movements on the SUBJECT ROADWAY,
8 as well as the conditions of the SUBJECT ROADWAY at the SUBJECT ACCIDENT
9 LOCATION.

10 14. That at said time and place, the CITY, by and through its employees, agents,
11 servants, representatives, and independent contractors, proximately caused the injuries and
12 damages to Claimant as herein mentioned by negligently, wrongfully, tortiously, unreasonably,
13 unlawfully, recklessly and/or wantonly:

14 A. Planning, designing, engineering, evaluating, reviewing, constructing, owning,
15 possessing, controlling, operating, maintaining, servicing, inspecting, evaluating,
16 analyzing, repairing, signing, signalizing, painting, striping, marking, and/or
17 monitoring, or failing to perform or appropriately perform any of these functions
18 regarding, the SUBJECT ROADWAY;

19 B. Supervising, controlling, contracting, inspecting, repairing, maintaining,
20 engineering, evaluating, analyzing, reviewing, monitoring, warning, or failing to
21 warn, mark, sign signalize, and performing work on the SUBJECT ROADWAY
22 with regard to design configurations, geometrics, geometric design, sight
23 distances, roadside areas, traffic control devices, absence of traffic control
24 devices, warning devices, traffic separation, illumination, beacons, and physical
25 features, and fixtures on and adjacent to the SUBJECT ROADWAY, which
26 created or allowed to exist a dangerous condition which was not reasonably
27 apparent to motorists and pedestrians using the roadway with due care;

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- 1 C. Failing to guard, warn, and protect motorists and pedestrians regarding hazardous
2 conditions which were unforeseeable, or not reasonably apparent, to prudent
3 motorists and pedestrians and constituting a "trap" condition for the unwary. The
4 CITY knew about said conditions, or in the exercise of reasonable diligence
5 should have known about their existence on the SUBJECT ROADWAY prior to
6 the date of the SUBJECT ACCIDENT. The "trap" condition created or allowed
7 by the CITY was a substantial factor in the cause of the SUBJECT ACCIDENT;
- 8 D. Designing, constructing, owning, supervising, controlling, testing, entrusting,
9 permitting, managing, maintaining, servicing, repairing, inspecting, evaluating,
10 approving, and operating with regard to the SUBJECT ROADWAY so as to
11 cause, permit, and allow to exist dangerous, defective and unsafe conditions at the
12 SUBJECT ACCIDENT LOCATION as herein described;
- 13 E. Failing to construct, install and maintain appropriate traffic control devices,
14 signing, striping, painting, signals, beacons, illumination, roadway markings, curb
15 markings, delineation, traveled lanes, paved shoulders, painted shoulders, and
16 other warning signs which would have reduced the likelihood of the SUBJECT
17 ACCIDENT;
- 18 F. Conducting itself and themselves with regard to the SUBJECT ROADWAY so as
19 to proximately cause the injuries and damages sustained by Claimant;
- 20 G. Creating a "trap" for motorists on and around the SUBJECT ROADWAY and
21 SUBJECT INTERSECTION.

22 15. The conduct of the CITY caused dangerous conditions to exist that created a
23 substantial and reasonably foreseeable risk of the occurrence of the type of injuries and incident
24 herein alleged when the SUBJECT ROADWAY was used with due care in a manner in which it
25 was reasonably foreseeable that it would be used.

26 16. The CITY had actual knowledge of the existence of the dangerous conditions of
27 the SUBJECT ROADWAY, including, but not limited to, its lack of appropriate traffic control
28 devices, improperly timed or phased traffic control devices, lack of appropriate signing, striping,

1 stenciling, pavement markings, delineation, signalization, illumination, beacons, warning
2 devices, sight distances, visibility, lane widths, and shoulder widths. The CITY had actual
3 knowledge of the accident rate, number of near miss incidents, traffic volumes, truck and high
4 profile vehicle volumes, and other conditions, or the lack of appropriate maintenance thereof, and
5 knew, or should have known, of the dangerous character and conditions of the SUBJECT
6 ROADWAY and SUBJECT INTERSECTION for a sufficient period of time prior to the
7 SUBJECT ACCIDENT and Claimant's injuries to have taken appropriate measures to protect
8 against the dangerous conditions in that, and not by way of limitation, The CITY knew or should
9 have known of the occurrence of numerous prior, similar accidents or near-accidents on or near
10 the SUBJECT ROADWAY; received, or was aware of, reports, complaints, claim, and/or notices
11 to the CITY, advising it of the dangerous conditions of the SUBJECT ROADWAY prior to the
12 SUBJECT ACCIDENT; and the dangerous conditions had existed for a sufficient period of time
13 prior to the SUBJECT ACCIDENT and were of such an obvious nature that the CITY knew or,
14 in the exercise of due care, should have discovered the dangerous conditions and their dangerous
15 character prior to the date of the SUBJECT ACCIDENT. The CITY had the authority and the
16 responsibility to take appropriate and adequate measures and action to protect against the
17 dangerous conditions at its expense, and the funds or other means to remedy or repair the
18 dangerous conditions of the SUBJECT ROADWAY were immediately available to it.

19 17. As a proximate result of the existence of the aforementioned dangerous conditions
20 and negligence or wrongful conduct of the CITY, Claimant was severely injured and sustained
21 and suffered severe, permanent physical, mental and emotional injuries in the SUBJECT
22 ACCIDENT.

23 18. As a direct, proximate and legal result of the aforementioned dangerous
24 conditions, and the SUBJECT ACCIDENT, Claimant sustained severe nerve damage, alteration
25 of the appearance and movement of his body, significant and permanent alteration of his body
26 mechanics, posture and gait, soft tissue injuries, cervical fractures, lacerations and abrasions,
27 physical and mental pain and suffering, emotional distress, emotional and physical injuries to his
28 health, harm in his health, strength and activities, changes in the appearance and function of his

1 body and brain, sustained bodily injury and shock and injury to his nervous system and person,
2 all of which injuries have caused and continue to cause Claimant physical, emotional and mental
3 pain and suffering. Claimant has incurred and will incur in the future, the expense of medical
4 treatment to treat his injuries, care giving, household services, loss of income, loss of capacity to
5 earn future income from work and/or business, and/or the full or partial ability to work and earn
6 income in the future, and other special and economic damages in an amount which exceeds the
7 minimum jurisdictional amount of the court with jurisdiction over this matter, according to proof
8 at trial

9 19. As a further direct and proximate result of the aforementioned dangerous
10 conditions and the SUBJECT ACCIDENT Claimant sustained and will sustain in the future,
11 physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment,
12 inconvenience, grief, anxiety, humiliation, emotional distress, changes in the appearance and
13 function of his body, temporary and permanent disability, and other general and non-economic
14 damages, in an amount which exceeds the minimum jurisdictional amount of the court with
15 jurisdiction over this matter, according to proof at trial. Claimant is informed and believes and
16 thereon alleges that his injuries will result in some permanent disability, all to Claimant's general
17 damage in an amount according to proof.

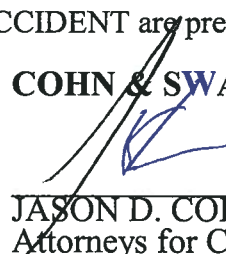
18 20. Jurisdiction over this claim would rest in the Superior Court of the County of
19 Orange, State of California.

20 21. The names of the public employee or employees causing or contributing to
21 Claimant's damages as a result of the SUBJECT ACCIDENT are presently unknown.

22 Dated: March 17, 2014

COHN & SWARTZON, P.C.

23
24 By:


JASON D. COHN
Attorneys for Claimant

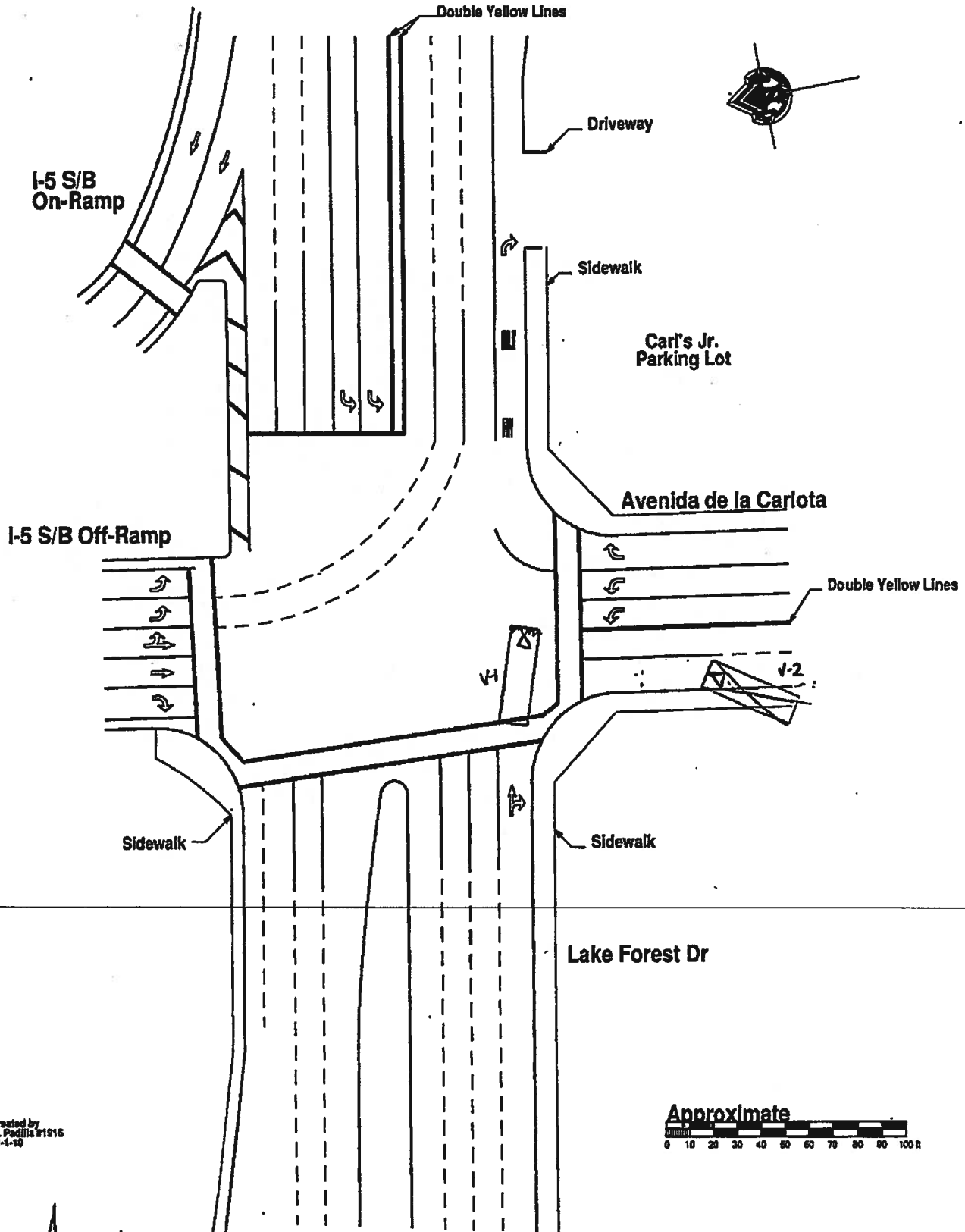
STATE OF CALIFORNIA
FACTUAL DIAGRAM

CHP 555 Page 4 (Rev. 8-97) OPI 042

PAGE 4 OF 8

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
13-188769	1715	0000	3002	13-188769

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



1
2 **PROOF OF SERVICE**
3 **C.C.P. § 1013A(3)**

4 **STATE OF CALIFORNIA,**
5 **COUNTY OF ORANGE**

6 I am employed in the County of Orange, State of California. I am over the age of 18 and
7 not a party to the within action; my business address is 1851 East First Street, Suite 1250, Santa
8 Ana, California 92705.

9 On March 18, 2014, I served the foregoing document described as **CITY OF LAGUNA
10 HILLS GOVERNMENT CLAIM FOR DAMAGES FORM, ATTACHMENT 'A' TO
11 CLAIM FOR DAMAGES - PERSONAL INJURIES (Cal Govt. Code § 910)** on all interested
12 parties in this action by placing the true copy thereof, enclosed in a sealed envelope addressed as
13 follows:

14 City of Laguna Hills
15 City Clerk
16 24035 El Toro Road
17 Laguna Hills, CA 92653

18 ☐ **BY MAIL**

19 ☒ **BY CERTIFIED MAIL RETURN RECEIPT REQUESTED**

20 ☐ **BY EXPRESS MAIL (OVERNIGHT DELIVERY)**

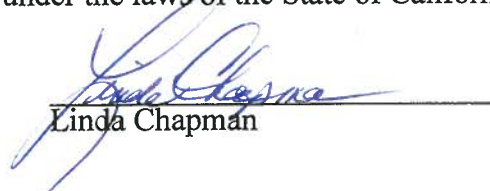
21 I am "readily familiar" with the firm's practice of collection and processing
22 correspondence for mailing. Under that practice it would be deposited with the U.S.
23 postal service on that same day with postage thereon fully prepaid at Santa Ana,
24 California in the ordinary course of business. I am aware that on motion of the party
25 served, service is presumed invalid if postal cancellation date or postage meter date is
26 more than one day after date of deposit for mailing in affidavit.

27 ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to
28 the offices of the addressees:

☐ **BY FACSIMILE:** I served the above-mentioned documents from **Facsimile Machine**
No. (714) 547-5424 to the interested parties at the facsimile
numbers as on the "Service List". The facsimile machine I used
complied with California Rules of Court 2.306, and no error was
reported by my machine. Pursuant to CRC 2.306(h)(4), I caused
the machine to print a transmission record of this transaction, a
copy of which is attached to this Proof of Service.

Executed on March 18, 2014, at Santa Ana, California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.


Linda Chapman



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CLAIM AGAINST THE CITY, MARIA MARIBEL ALEJANDRE-GARCIA

**RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND
DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.**

SUMMARY:

On September 27, 2013, the City received a claim filed by Maria Maribel Alejandre-Garcia for a traffic collision that occurred on April 2, 2013, on Laguna Canyon Road in the City of Laguna Beach. The accident resulted in a fatality to Armando Garcia-Gonzales.

On October 8, 2014, the City informed Claimant's attorney that the incident giving rise to the claim did not occur within the boundaries of the City of Laguna Hills. The City of Laguna Hills maintains a position of no liability on this claim because the incident did not occur within City limits.

On November 18, 2014, the City Clerk received notification from its Claim Administrator to reject this claim. The City Manager has the authority to reject claims in amounts less than \$50,000. Because this claim exceeds \$8,000,000, it is necessary that the City Council reject the claim.

ATTACHMENTS:

- Claim
- Amended Claim

CITY OF LAGUNA HILLS

CLAIM FOR DAMAGES To Person or Property

Reserve for Date Stamp

LGHCC SEP27'13 PM 1:04

Claim No. C1308

Received by P. Johns

Via: U.S. Mail ☒
Hand Delivered ☐

1. Claims for death or injury to person or to personal property must be filed not later than six months after the occurrence (Government Code Section 911.2). Be sure your claim is against the City of Laguna Hills, not another public entity.
2. Claims for damages to real property must be filed not later than one year after the occurrence (Government Code Section 911.2).
3. Read the entire claim before filing.
4. See page four for the diagram upon which to locate the place of the accident.
5. This claim form must be signed on page three at the bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claims must be filed with the City Clerk (Government Code Section 915a).

THE UNDERSIGNED RESPECTFULLY SUBMITS THE FOLLOWING CLAIM AND INFORMATION RELATIVE TO DAMAGE TO PERSONS AND/OR PERSONAL PROPERTY PURSUANT TO THE PROVISIONS OF SECTIONS 900 THROUGH 915.2 OF THE GOVERNMENT CODE:

Completed claims must
be mailed or delivered
to:

City of Laguna Hills
City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

CLAIMANT INFORMATION

Name:

MARTA MARIBEL Alejandre-GARCIA

REPRESENTATIVE OF ESTATE OF ARMANDO GARCIA-GONZALEZ

Address:

1242 EVERGREEN STREET

SANTA ANA, OR 92707

Phone:

Daytime (949) 859-7070

Evening () _____

Date of Birth:

4/7/85

Driver's License No.:

State: CA

1. Name, telephone number, and address to which claimant desires notices to be sent, if other than above:

GARY L. MOORHEAD, ESQ.
POTTERSON & MOORHEAD, LLP
23151 MOULTON PKWY #702
LAGUNA HILLS, CA 92653

2. WHEN did damage or injury occur? (Give exact date and hour)

04/02/2013 @ 6:35 A.M.

PJ X
10/8/13

C. A.
Carl Warren
P.S. Director
AC

11/25/2014 ITEM NO. 3.8

3. **WHERE** did damage or injury occur? (State specific location and locate on diagram on page four, where appropriate. Give street names and addresses and measurements from landmarks.) **I-133 ABOUT 200' NORTH OF EL TORO RD INTERSECTION in S/B LANE.**
4. **HOW** did damage or injury occur? (Give full details)
ARMANDO GARCIA-GONZALES WAS A PASSENGER in a vehicle heading S/B on I-133 when a vehicle driven by Robert Pettis, M.D. STRUCK HIS VEHICLE HEAD-ON, KILLING BOTH OCCUPANTS in the GARCIA-GONZALES VEHICLE.
5. What particular act or omission by the City, or its employees, caused the alleged damage or injury? **THE CITY IS ALLEGED TO HAVE OWNED, DESIGNED OR MAINTAINED THE ROADWAY AND/OR SIGNAGE AT THIS LOCATION. THE DESIGN OF THE ROADWAY LANES, AND THE NEGLECT MAINTENANCE OF THE ROADWAY SIGNAGE ADJACENT SHRUBBERY, BLOCKING SIGNAGE, CONTRIBUTED TO COLLISION**
6. Give a description of the injury, property damage, or loss, so far as is known at the time of filing this claim. If there were no injuries, state, "No injuries."
DEATH OF ARMANDO GARCIA-GONZALES, 39 year old husband of MARIA MARIBEL Alejandre-GARCIA and father of TWO minor children, ARIAN and ANDRE Alejandre GARCIA.
7. Give the name(s) of the City employee(s) causing the damage or injury:
UNKNOWN
8. Give names and addresses of any other persons injured:
NONE KNOWN
9. Give names and addresses of owners of any damaged property:
**ALBERTO CASTRUE-SALINAS, ADDRESS UNKNOWN.
Robert Pettis, M.D., 21862 S. COAST Hwy #302
LAGUNA BEACH, CA 92651**

10. Give names and addresses of all witnesses, hospitals, doctors, etc.:

Robert Pettis, M.D., 21862 S. Coast Hwy #302
LAGUNA BEACH, CA 92651

11. Damages claimed:

- a. Amount claimed as of this date: \$ 8,000,000
- b. Estimated amount of future costs \$ COSTS UNKNOWN
- c. Total amount claimed: \$ 8,000,000
- d. Basis for computation of amounts claimed (include copies of all bills, invoices, estimates, etc.):
wrongful death damages for economic and non-economic losses.

12. Expenditures made on account of accident or injury: (Date - Item)

12,000 funeral expenses

13. Insurance payments received, if any, and name(s) of Insurance Company(ies):

0

14. Any additional information that might be helpful in considering this claim:

I HAVE READ THE MATTERS AND STATEMENTS MADE IN THE ABOVE CLAIM AND KNOW THE SAME TO BE TRUE OF MY OWN KNOWLEDGE, EXCEPT AS TO THOSE MATTERS STATED UPON INFORMATION OR BELIEF AND AS TO SUCH MATTERS I BELIEVE THAT SAME TO BE TRUE. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 25 day of September 20 13, at LAGUNA HILLS, CA
(City)

CA
(State)

[Signature]
Claimant's Signature
GARY L. MORTIMER

City of Laguna Hills
Claim Form
ERROR: limitcheck
OFFENDING COMMAND: image
STACK:

READ CAREFULLY

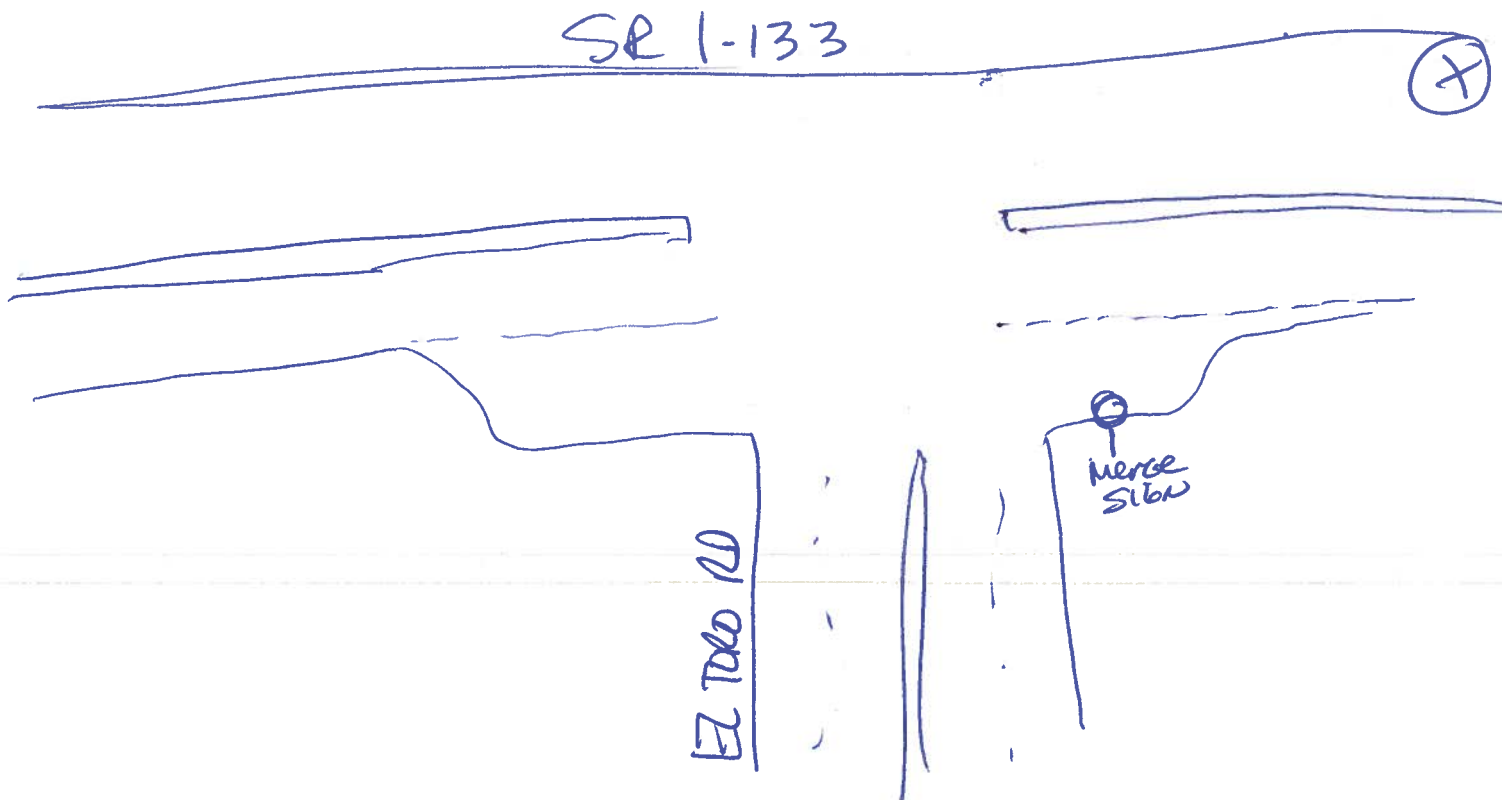
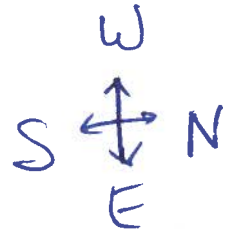
For all accident claims, place on the following diagram the names of streets, including north, east, south, and west; indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a City vehicle was involved, designate with the letter "A" the location of the City vehicle when you first saw it, and with the letter "B" the location of you or your vehicle when you first saw the City vehicle. Designate with "A-1" the location of the City vehicle at the time of the accident, and designate your location or the location of your vehicle at the time of the accident with "B-1". Designate the point of impact with an "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the claimant.

FOR AUTOMOBILE ACCIDENTS

NOT TO SCALE



STATE OF CALIFORNIA)
COUNTY OF ORANGE)

PROOF OF SERVICE

I, Nellie Thomason, declare as follows:

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is 23151 Moulton Parkway, Ste. 102, Laguna Hills, CA 92653.

On September 26, 2013 I served the foregoing documents described as:
CLAIM FOR DAMAGES on all interested parties in this action by placing the () original or (X) a true copy thereof in a sealed envelop addressed as follows:

City of Laguna Hills Via Certified Mail
City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

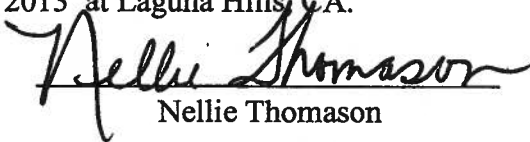
(X) By Mail. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in the ordinary course of business. I know that the envelop was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the U.S. mail at Laguna Hills, Ca.

() By Facsimile. I caused the above- referenced documents to be transmitted to the aforementioned person(s) at the following facsimile address:

() By Personal Service. I caused such envelope to be delivered by hand to the attached address:

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

Executed this 26th day of September, 2013 at Laguna Hills, CA.


Nellie Thomason

1308

Gary L. Moorhead, Esq.
POHLSON & MOORHEAD, LLP
23151 Moulton Pkwy #102
Laguna Hills, CA 92653

LGHCC OCT01'13 PM12:32

Attorneys for Claimants:

Maria Maribel Alejandre-Garcia
Favian Alejandre-Garcia
Andrea Alejandre-Garcia

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

IN THE MATTER OF THE CLAIM OF:

Case No. __Unassigned__

MARIA MARIBEL ALEJANDRE-GARCIA, an
individual, and representative of the Estate of
Armando Garcia-Gonzales; and
FAVIAN ALEJANDRE-GARCIA, a minor;
ANDREA ALEJANDRE-GARCIA, a minor; (by
and through their mother and guardian ad litem,
MARIA MARIBEL ALEJANDRE-GARCIA)

AMENDED GOVERNMENT CLAIM

[Gov Code Sect 910 et seq.]

Claimants,

vs.

THE STATE OF CALIFORNIA
INCLUDING BUT NOT LIMITED TO
CALTRANS AND THE DEPARTMENT OF
TRANSPORTATION;
COUNTY OF ORANGE;
CITY OF LAGUNA BEACH;
CITY OF LAGUNA HILLS;
CITY OF LAGUNA NIGUEL;
LAGUNA BEACH COUNTY WATER
DISTRICT;
CITY OF IRVINE;

Respondents.

- Negligence/Reckless Conduct;
- Governmental Tort Liability,
Including Sections 815.2(a), 815.4,
815., 820(a), 830.8, 835 et seq., and
840.2;
- Spoliation of Evidence, Civil Rights
Violations, and Failure to Comply
with Public Records Act Requests;

TO ALL RESPONDENTS LISTED ON THE SERVICE LIST AND/OR SET FORTH ABOVE:

A. Claimants' names, dates of birth, and post office address:

Claimants: Date of Birth: Relationship to Decedent
Armando Garcia-Gonzales:

Maria Maribel Alejandre-Garcia 4/7/85 Wife
Address: 1242 Evergreen Street
Santa Ana, CA 92707

Favian Alejandre-Garcia 9/17/04 Son
Address: Same as above

Andrea Alejandre-Garcia 9/29/11 Daughter
Address: Same as above

B. Post office address to which Claimant desire notices to be sent:

LAW OFFICES OF POHLSON & MOORHEAD, LLP
Attn: Gary L. Moorhead, Esq.
23151 Moulton Pkwy #102
Laguna Hills, CA 92653
Tel: (949) 859-7070;
Fax: (949) 588-7271

C. The date, place and other circumstances of the occurrence giving rise to the claim asserted:

Vehicular Accident involving decedent Armando Garcia-Gonzales that occurred as follows:

Date: Approximately April 2, 2013
Time: Believed At or about 06:30 military time (6:30 AM)
Location: Approximately I-133 (Laguna Canyon Road) about 200' North of El Toro Road, Laguna Beach, Orange County, California- Note: All cities named herein as respondents may have some ownership interest in the accident scene

Upon information and belief, it appears that Claimants' Decedent was struck and killed while in a car at the accident scene. Decedent's vehicle was struck by another car, believed to be a Tesla, operated by a driver whose name is believed to be Robert Pettis, and this vehicle may, or may not have, been involved in come manner with another vehicle on the roadway.

According to his criminal defense counsel, Paul Meyer, Robert Pettis was "forced" out of his lane by another vehicle (alleged by his counsel and per news reports to be a Mercedes) due, at least, to what his criminal defense counsel claims is "inadequate lane merge design/warnings, a dangerous intersection, and/or untrimmed foliage" that obscured a lane merge sign, and in so doing, drove head-on into oncoming traffic containing the decedent's vehicle, killing decedent. See newspaper articles attached.

Claimants file this claim with no personal knowledge of the accident, but note that their

1 decedent was killed. Claimants have been deprived of the traffic collision report and advised by the
2 assigned DA, Anna McIntire, that no information will be released, regardless of the requirement to file
3 a government claim within 6 months of the date of incident. In addition, claimants' Public records acts
4 to the above entities have been largely if not completely ignored, with little to no information provided
5 to claimants counsel, in violation of law.

6 Nevertheless, a sign indicating a lane merge has been identified which was obstructed by a tree
7 owned and/or maintained by respondents. Photos from internet research show a lane merge condition,
8 which requires rapid merger of traffic. The tree has since been trimmed.

9 The design and maintenance of the roadway at the scene potentially caused and/or contributed
10 to the collision with the vehicle decedent was occupying, as well.

11 Claimants sustained damages, i.e. the wrongful death of decedent, Armando Garcia-Gonzales,
12 which respondents are potentially liable for, depending on investigation.

13
14
15 It is claimed to date that claimant's accident potentially occurred due to the neglect and
16 intentional wrongdoing of the Respondents and each of them by and through their agents, servants,
17 employees, contractors, joint venturers and co-conspirators, and each of them and that the Claimants
18 herein sustained damages thereby.

19 Claimants are informed and believe and thereon allege that at all times relevant to this action,
20 and that the Respondents and each of them set forth in the caption of this claim as well as those on the
21 proof of service were, and still are, governmental entities that jointly and severally owned, managed,
22 maintained, inspected, repaired, and constructed, the real property where the incident took place
23 (hereinafter "accident scene") as alleged herein, including all areas, paved and unpaved, as well as all
24 signals, lanes, medians, markings, stripings, land, dirt, asphalt, concrete, traffic control devices and
25 fixtures and appurtenances thereat, as well as trees, shrubbery and signs thereat.

26 In an abundance of caution and in compliance with law, so as to comply with governmental
27 claim requirements, claimants provide the following information without the benefit of access to any
28 investigation reports, witnesses, or depositions, solely upon information and belief:

1 Respondents and their agents, servants, employees and contractors, potentially negligently
2 owned, managed, maintained, inspected, repaired, maintained, and constructed, the accident scene,
3 casting Respondents in liability pursuant to, inter alia, Government Code §§ 815.2, and 815.4, et seq.

4 The aforementioned accident scene was potentially in a dangerous condition that created a
5 substantial risk of serious personal injury or death, which damages were in fact sustained by Claimants,
6 when the property was used in a manner that was reasonably foreseeable, casting Respondents in
7 liability pursuant to Government Code § 835.

8 Respondents, through their agents, servants, employees and/or contractors, violated various
9 statutes, laws, regulations and ordinances and otherwise failed to discharge mandatory duties pertaining
10 to the construction, supervision, owning, maintenance, inspection, and repairing of the accident scene,
11 casting the Respondents in liability, pursuant to Government Code § 815.6.

12 Among other things, Claimants allege that Respondents and each of them, were jointly and
13 severally charged with the ownership, operation, management, inspection, construction, maintenance
14 and repair of the accident scene, and were also charged with the inspection of the accident scene, but
15 that said Respondents breached their applicable duty of care, through, among other things:

- 16 ■ Removal of right-only turn lane, on approach to accident scene;
- 17 ■ By changing the intersection from it's prior condition, apparently, prior to being changed,
18 NB Laguna Canyon Road was One lane of travel for approximately 2.5 miles prior to the
19 intersection with El Toro Road, with the right travel lane in the vicinity of El Toro Road
20 being RIGHT TURN ONLY (south of El Toro) and MERGING FROM W/B EL TORO
21 (north of El Toro), to a 2 lane straight, one lane right turn only, where vehicle travelling
22 Northbound have a passing lane and merge within an approximately 630 foot distance.

23 Note: Old warning sign prior to intersection change advising vehicles not to pass;

- 24 ■ Creation of lane merge;
- 25 ■ Dangerous intersection/roadway;
- 26 ■ Unnecessarily Narrow roadway;
- 27 ■ Lanes merge in very short distance after traffic light;
- 28 ■ Lack of recovery space;

- 1 ■ Failure to put in a center median;
- 2 ■ Failure to place a center guardrail;
- 3 ■ Failure to add lanes as needed;
- 4 ■ Lack of shoulder;
- 5 ■ Untrimmed foliage (maintenance issues) blocking lane merge signage;
- 6 ■ Failure to post sufficient signs, improper sign placement;
- 7 ■ Sign not placed sufficiently in advance of merge;
- 8 ■ Failure to Widen Roadway;
- 9 ■ Unnecessary merge of two lanes;
- 10 ■ Too short transition of merge lane;
- 11 ■ Breach of California Vehicle Code §§ 21350 and 21351;
- 12 ■ Failure to redesign intersection due to changed conditions and notice of accidents;
- 13 ■ Failing to post warning signs warning of the dangerous condition;
- 14 ■ Failing to reduce speed limits in the area due to the dangerous condition;
- 15 ■ Failing to establish visual cues in the area for motorists;
- 16 ■ Failing to trim and maintain vegetation and foliage;
- 17 ■ Failing to make remedial improvements despite notice of prior accidents;
- 18 ■ Failing to heed warrants as set forth in the Manual on Uniform Traffic Control Devices
- 19 (MUTCD);
- 20 ■ Failing to properly design or re-design the intersection;
- 21 ■ Cover up of accident/civil rights violations of decedent;
- 22 ■ Failure to comply with public record requests under, inter alia, Government Code §§ 6250-
- 23 6276.48;
- 24 ■ Failure to turn over the Traffic Collision report to claimants;
- 25 ■ Collusion among governmental entities investigating the incident to obstruct justice and
- 26 cover up governmental involvement;

27 Upon information and belief, sufficient time passed from the moment the dangerous condition
28 was created such that Respondents knew or should have known a dangerous condition was created and

1 such that it had sufficient time to have remedied or warned against the dangerous condition. The injury
2 accident scenario described above was foreseeable to Respondents and, yet, they failed to warn drivers.
3 Potentially, notice was actually provided to Respondents through prior accidents under similar
4 circumstances such that Respondents had sufficient time to take action to remedy the dangerous
5 condition.

6 Respondents and/or its management, administration, designers, planners, engineers,
7 maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting within
8 the course and scope of their duties and/or employment negligently, unreasonably and improperly
9 owned, operated, designed, planned, engineered, maintained, inspected, repaired, failed to repair, and
10 controlled the roadway, thereby creating dangerous conditions and exposing drivers to dangerous
11 conditions. These governmental entities undertook to control the subject area, invited reliance on the
12 subject area and are liable as it created a dangerous condition in doing so. The dangerous condition
13 created a reasonably foreseeable risk of the kind of injuries/damages which were incurred, and (a) were
14 created by a negligent or wrongful act or omission of an employee of Respondents and/or (b)
15 Respondents had actual or constructive notice of the dangerous conditions for a sufficient time prior to
16 the injury to have taken measures to protect against the dangerous conditions. These dangerous
17 conditions and these acts and omissions of the Respondents (and its management, administration,
18 designers, planners, engineers, maintenance personnel, inspectors and/or other employees, staff, agents
19 or contractors, acting within the course and scope of their duties) proximately caused the Claimant's
20 injuries/damages.

21 Further, these dangerous conditions were directly attributable wholly or in substantial part to a
22 negligent or wrongful act of these employees of the Respondents and these employees had the authority
23 and the funds and other means immediately available to take alternative action which would not have
24 created the dangerous condition; and/or these employees had the authority and it was his/her/their
25 responsibility to take adequate measures to protect against the dangerous condition at the expense of the
26 public entity and the funds and other means for doing so were immediately available to him/her/them,
27 and he/she/they had actual or constructive notice of the dangerous condition a sufficient time prior to
28 the injury to have taken measures to protect against the dangerous condition. Further, signs, warnings

1 or other devices were necessary to warn of these dangerous conditions which endangered the safe
2 movement of traffic and which would not be reasonably apparent to, and would not have been
3 anticipated by, a person exercising due care.

4 Further, Respondents and its employees acting within the scope of their employment undertook,
5 gratuitously or for consideration, to avoid, remedy and/or abate these dangerous conditions. These
6 undertakings and promises were the kind that they recognized as necessary for the protection of third
7 persons. These entities and their employees acting within the scope of their employment failed to
8 exercise reasonable care in the performance of these undertakings and promises, the failure to exercise
9 reasonable care resulted in physical harm to the third persons, and either (a) their carelessness increased
10 the risk of such harm, or (b) the undertaking or promises were to perform a duty that the other owed to
11 the third persons, or (c) the harm was suffered because either the other or the third persons relied on the
12 undertaking.

13 Claimant is further informed and believes and thereon alleges that the Respondents had actual
14 and constructive notice of the aforementioned dangerous conditions within a sufficient period of time
15 prior to the incident to have taken measures to protect against the dangerous condition, but that said
16 Respondents failed to do so. Claimant is further informed and believes and thereon alleges that
17 Respondents failed to reasonably perform remedial work, to the extent necessary and failed to warn of
18 the dangerous conditions set forth above. The aforementioned negligence of public employees,
19 dangerous condition of public property, failure to discharge mandatory duties, and failure to warn were,
20 jointly and severally, substantial factors in causing Claimant's harm. Claimant is further informed and
21 believes and thereon alleges that any arguable immunities do not apply factually or legally, or,
22 alternatively, that if any do apply that they have been lost by the applicable governmental entities.

23 Claimant also may have, and thus presents, causes of action for spoliation of evidence in
24 violation of law and contract notwithstanding the Superior Court ruling in *Cedars Sinai v. Sup. Ct.*
25 Claimant also has causes of action involving the negligent and/or intentional cover-up of the accident
26 by investigating personnel who are employees or agents of the Respondents and each of them. It is
27 believed these individuals ignored the testimony of eyewitnesses and/or improperly discounted them to
28 protect respondents, and/or changed the scene post accident. Claimant also may have causes of action

1 based upon the failure to comply, or the failure to fully comply with requests for public records act
2 requests, the full extent of which is unknown at this time.

3 Due to these acts and failures to act, and dangerous conditions, the Respondents and its
4 employees are liable for Claimant's injuries under the Government Code, including, but not limited to,
5 §§ 815.2(a), 820(a), 830.8, 835 and 840.2. In contrast, at said time and place, claimant was acting with
6 due caution, attention and care and did not in any way contribute to, or cause the collision and/or
7 injuries as described hereinafter.

8 **D. A general description of the indebtedness, obligation, injury, damage or loss injury**
9 **incurred so far as it is known at the time the claim is presented:**

10 Wrongful death of Armando Garcia-Gonzales. Relationships of claimants to decedent set forth
11 above in section A. The facts known to Claimants supporting the above causes of action are set forth
12 herein in item C and the documents attached. Discovery continues. The wrongful damages and
13 survival action damages claimed are both compensatory and punitive in nature, and include both
14 economic and non economic damages for loss of love, affection, guidance, financial support, solace,
15 consortium and more. Claimants will also pursue survival action damages which include civil rights
16 violations and property damage to the decedent's clothing, personal effects, and potentially pain,
17 suffering and disfigurement, pre death, all of which may permit punitive damages particularly as
18 against the public employees involved - who Claimants reserve the right to individually name in any
19 impending lawsuit.

20 **E. The name or names of the public employees allegedly causing the injury, if known:**

21 The identities of all persons involved on behalf of the respondents is not known at this time.
22 However, numerous police, and fire department personnel are involved whose names are not yet known
23 are anticipated to be revealed once claimants receive the traffic collision report.

24 **F. The amount of damages claimed, if it totals less than \$10,000, as of the date of**
25 **presentation of the claim, including the estimated amount of any prospective injury, damage, or**
26 **loss, in so far as it may be known at the time of the presentation of the claim, together with the**
27 **basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, no dollar**
28 **amount shall be included in the claim, however it shall indicate whether the claim would be a**

1 **limited civil case:**

2 The claim involves substantial claims and damages by all Claimants well in excess of \$10,000
3 each. The amount claimed for each Claimant for compensatory damages includes damages for loss of
4 love, affection, moral support, financial support, gifts, guidance, pain, suffering, disfigurement,
5 emotional distress, property damage, (attorneys fees and costs to the extent allowed by law), the
6 breakdown of which Claimants will leave to the trier of fact, as well as punitive damages claimed to the
7 extent permitted against a public employee. No part of the action will be a limited civil case. The case
8 will be likely filed in Orange County Superior Court, Unlimited Civil Division, and will seek, at least,
9 the above referenced damages.

10 Dated: 9/29/, 2013

POHLSON & MOORHEAD, LLP

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12 GARY L. MOORHEAD, ESQ.
13 Attorney for Claimants
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PROOF OF SERVICE - 1013a, 2015.5, 2015 C.C.P.

CASE NAME: IN THE MATTER OF THE CLAIM OF Maria Maribel Alejandre-Garcia, Favian Alejandre-Garcia, Andrea Alejandre-Garcia

State of California)
County of ORANGE) ss:

At the time of service I was over 18 years of age and not a party to this action. My business address is 23151 Moulton Pkwy #102, Laguna Hills, CA 92653. The fax number or electronic notification address from which I served the documents is (949) 588-7271 or gm@garyslawfirm.com.

On 9/30/13, I served the following documents: **GOVERNMENT CLAIM**

I served the documents on the person or persons below, as follows: **SEE ATTACHED SERVICE LIST**

The documents were served by the following means:

BY PERSONAL SERVICE. I personally delivered the documents to the persons at the addresses listed above. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

X BY UNITED STATES MAIL. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Santa Monica, California. CERTIFIED MAIL

BY OVERNIGHT DELIVERY. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

BY FAX TRANSMISSION. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed above. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

BY ELECTRONIC SERVICE. Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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


Nellie Thomason

SERVICE LIST

**THE STATE OF CALIFORNIA INCLUDING BUT NOT LIMITED TO:
CALTRANS & THE DEPARTMENT OF TRANSPORTATION**

California Victim Compensation and Government Claims Board
P.O. Box 3035
Sacramento, CA 95812-3035
-and-

Victim Compensation and Government Claims Board
400 R Street, 5th Floor
Sacramento, CA 95811

COUNTY OF ORANGE
Clerk of the Board of Supervisors
333 West Santa Ana Blvd, Suite 465
Santa Ana, CA 92701

CITY OF LAGUNA BEACH
City Clerk
505 Forest Avenue
Laguna Beach, CA 92651

CITY OF LAGUNA HILLS
City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA NIGUEL
Attn: Claims Office
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

LAGUNA BEACH COUNTY WATER DISTRICT
Attn: Claims Office
306 Third Street
P.O. Box 987
Laguna Beach, CA 92652

CITY OF IRVINE
City Clerk
P.O. Box 19575
Irvine, CA 92623-9575



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: FIRST AMENDMENT TO THE PROPERTY MANAGEMENT SERVICES AGREEMENT WITH ESSEX REALTY MANAGEMENT, INC., TO INCLUDE JANITORIAL SERVICES OVERSIGHT AT THE RESTROOM FACILITIES AT CABOT PARK AND THE COMMUNITY CENTER AND SPORTS COMPLEX PARK

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN ESSEX REALTY MANAGEMENT, INC., AND THE CITY OF LAGUNA HILLS FOR PARK RESTROOM FACILITY JANITORIAL SERVICES OVERSIGHT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT.

SUMMARY:

On October 11, 2011, the City Council approved and authorized the City Manager to execute a Management Agreement ("Agreement") with Essex Realty Management, Inc. ("Essex") for the property management of the Community Center building. Staff is recommending an Amendment to this Agreement to allow Essex to manage and supervise janitorial services for the restroom facilities at Cabot and the Community Center and Sports Complex parks. The annual increase to the Agreement with Essex to accommodate this additional janitorial services oversight is \$3,000.

BACKGROUND:

The City approved the Agreement with Essex on October 11, 2011, to provide property management services to the Community Center building. Essex also provides property management services to the City for the Civic Center building. At these two facilities, Essex provides the City with oversight of the janitorial services contracts. Staff is recommending that the First Amendment to the Agreement be approved by the City Council to allow Essex to manage and supervise the janitorial services at the park restroom facilities listed below. Staff believes that this will streamline the administrative

oversight of the janitorial services contract, reduce staff time of management and oversight of this service, and leverage the expertise of this property management company to arrange for the best janitorial services based on its expertise and resources.

In this role, Essex would be responsible to hire, monitor, and supervise all janitorial service for the following park restroom facilities:

1. Community Center and Sports Complex Park restroom facility (restrooms adjacent to snack bar and picnic shelters in park).
2. Cabot Park restroom facility (restrooms located at park entrance by the playground).

The janitorial services that Essex will oversee includes all cleaning of restroom and restroom amenities, including removal of stickers on the exterior of the restroom buildings and picking up and disposing of litter within 20 feet of the restroom building, restocking of supplies, reporting of any issues, and unlocking and locking of restroom facilities on a requested periodic or routine basis.

The company that is currently providing janitorial services at these restrooms is Jamey Clark, Inc., and is under a month-to-month service with the City. Essex will determine if the janitorial service will continue with Jamey Clark, Inc., or if another service provider is selected and hired. The annual cost for Jamey Clark's service is approximately \$41,000, and based on Essex's experience and resources, the cost of this service may be reduced.

FISCAL IMPACT:

Essex's additional janitorial services oversight of the park restroom facilities is a \$250 per month (or \$3,000 annual) increase to its current Management Agreement. This additional cost can be covered in the Community Services Department Budget. The City currently compensates Essex \$39,000 per year for property management services of the Community Center facility.

ATTACHMENTS:

- First Amendment to the Management Agreement
- Management Agreement with Essex Realty Management, Inc.

**AMENDMENT NO. 1
TO
MANAGEMENT AGREEMENT
Essex Realty Management, Inc.
(Property Management and Maintenance Services)**

THIS FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT FOR PROPERTY MANAGEMENT AND MAINTENANCE SERVICES (the "Amendment") is made, entered into, and effective as of January 1, 2015, by and between the CITY OF LAGUNA HILLS, a California general law city and municipal corporation (hereinafter referred to as the "Owner"), and ESSEX REALTY MANAGEMENT, INC., a California corporation (hereinafter referred to as the "Agent") (collectively, the "Parties").

RECITALS

A. Owner and Agent previously entered into that certain Management Agreement for the Laguna Hills Community Center Management and Maintenance Services dated October 11, 2011 (the "Agreement"). Section 7.3 provides that the Agreement may be amended only in writing executed by all of the Parties.

B. The Agreement provides for the Agent to provide property management and maintenance services for the Laguna Hills Community Center, including the hiring of firms to provide security, janitorial, maintenance, landscaping, elevator maintenance and repair, pest control, accounting, risk management, among other property management functions.

C. Owner now desires for Agent to manage and supervise janitorial services for the restroom at the Community Center Sports Complex, and the restroom at Cabot Park, and the Parties desire to amend the Agreement to provide for these additional services.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Amendment to Exhibit "A" of the Agreement Describing the Real Property Subject to the Agreement: Exhibit "A" of the Agreement is hereby amended and replaced in its entirety by **Exhibit "A-1"** attached hereto and incorporated herein by reference, adding the Community Center Sports Complex Park restroom facilities and Cabot Park restroom facilities to the Agreement. It is understood and agreed to by the Parties that the Agent shall be responsible only for janitorial services to the restroom facilities added by this Amendment, which include the hiring, monitoring, and supervision of all janitorial service for the restrooms added herein. Janitorial services shall include all cleaning of the restrooms and amenities, including removal of stickers on the exterior of the restroom buildings and picking up and disposing of litter within 20 feet of the restroom building, restocking of supplies, reporting of any issues, and unlocking and locking the restroom facilities on a requested periodic or routine basis.
2. Amendment to Exhibit "B" of the Agreement Establishing the Monthly Fee for Agent's Services: Exhibit "B" of the Agreement is hereby amended and replaced in its entirety by **Exhibit "B-1"** attached hereto and incorporated herein by reference, establishing the Monthly Fee for Agent's services, increasing the flat monthly fee from \$3,250 to \$3,500.

3. Full Force and Effect: This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.
4. Corporate Authority: The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provisions of any of the agreement to which said party is bound.

IN WITNESS WHEREOF, the parties here to have duly executed this Agreement as of the date first written above.

"Owner"

City of Laguna Hills

By: _____
Bruce E. Channing,
City Manager

Date: _____

Approved as to form:

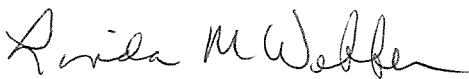
Attest:

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Peggy J. Johns,
City Clerk

"Agent"

Essex Realty Management, Inc.

By: 
Linda M. Webber,
Executive Vice-President

Date: _____

EXHIBIT "A-1"

PROPERTY NAME	DESCRIPTION/LOCATION
1) Laguna Hills Community Center.	An approximately 48,000 square foot project located at 25555 Alicia Parkway in Laguna Hills.
2) Laguna Hills Community Center and Sports Complex restroom facilities only.	Janitorial service only for the restroom adjacent to the snack bar and picnic shelters in the Sports Complex located at 25555 Alicia Parkway in Laguna Hills.
3) Cabot Park restroom facilities only.	Janitorial service only for the restrooms located at the park entrance by the children's playground in the park located at the intersection of Cabot Road and Rapid Falls Road between Oso Parkway and Crown Valley Parkway in Laguna Hills.

EXHIBIT "B-1"

For supervising, administering, managing, and performing other related services and operating the Properties in accordance with this Agreement, the Agent shall be paid the following sums:

PROPERTY

Laguna Hills Community Center,
Community Center Sports Complex
Restrooms, and Cabot Park Restrooms

MONTHLY FEE

Flat monthly fee of
\$3,500 per month.

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is executed on October 11, 2011 but to be effective as of October 15, 2011 by and between **The City of Laguna Hills**, a California municipal corporation ("Owner"), and **ESSEX REALTY MANAGEMENT, INC.**, a California corporation ("Agent"), with reference to the following facts:

A. Owner is the owner of those certain parcels of real property located and referenced on attached Exhibit A, the leases thereof and the easements, access rights, and appurtenances and hereditament thereto (collectively, the "Real Property") and certain personal property located on and used in connection with Real Properties (collectively, the "Personal Property"). The Real Property and the Personal Property are collectively referred to in this Agreement as the "Property".

B. Agent has submitted to Owner a proposal to provide management services which is incorporated herein as "Exhibit F".

C. Owner desires to engage Agent to operate and manage the Property on behalf of Owner, and Agent desires to accept such engagement upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

APPOINTMENT OF AUTHORITY OF AGENT

1.1. Owner appoints Agent as the managing agent for the Property, and authorizes Agent, subject to the approval rights of Owner herein set forth, to exercise such power with respect to the Property as may be necessary for the performance of Agent's obligations as the managing agent of the Property in accordance with this Agreement and Agent accepts such appointment on the terms and conditions herein set forth.

1.2. Agent represents that it is experienced and capable in the managing of projects similar in quality, size and type to the Property.

ARTICLE II

AGENT'S SERVICES

2.1. Agent shall use its best skill, efforts and judgment in the management and operation of the Property.

2.2. Agent shall, at Owner's expense as provided in Article III hereof, have authority, on behalf of, and in the name of, Owner:

2.2.1. To negotiate and to enter into, without the prior written consent of Owner, contracts for terms no longer than one (1) year for elevator maintenance, fire protection and mechanical and HVAC maintenance services, electricity, gas, fuel, water, telephone, trash or rubbish hauling, janitorial services, window cleaning and such other maintenance services for the Property as Agent shall deem necessary or advisable so long as (a) any such contract shall require that both Essex Management, Inc., and the City of Laguna Hills be named as additional insureds on the contractor's general liability insurance policy of not less than \$1,000,000.00 combined single limit. Contractor's general liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause. There shall be no self insured retention or deductible applicable to this coverage. No work or services under the contractor agreement shall commence until contractor has provided Essex and the City of Laguna Hills ["Owner"] with certificates of insurance and endorsements, or appropriate insurance binders, evidencing the above insurance coverage and such certificates of insurance and endorsements, or binders, are approved by the City ["Owner"], and (b) Except for liabilities caused solely by the intentional or negligent acts or omissions of the City ["Owner"], to the fullest extent authorized by law, contractor agrees to defend, indemnify, and hold harmless City and Essex against any and all claims, damages, losses, expenses, and attorneys' fees and costs arising out of this contractor agreement or the performance of the services or work under this agreement by contractor, or any of its subcontractors, and (c) the costs payable under any such contract

for the services to be performed pursuant thereto are equal to or less than the costs for such services (or allocable portion of such services) set forth in the Annual Budget (as hereinafter defined).

2.2.2. To make, without the prior written consent of Owner, all necessary or appropriate repairs to the Property provided that the cost of each repair not contemplated in the Annual Budget, exclusive of any emergency repairs, does not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

2.2.3. To select, engage, train, pay and negotiate with authorized labor unions, allot responsibilities and set standards of performance for, supervise and discharge all employees and independent contractors engaged or to be engaged for the operation and management of the Property at costs equal to or less than the applicable amounts set forth in the Annual Budget. All managerial personnel, accounting personnel and secretaries at the Property, if any, shall be employees of Agent unless Agent chooses to retain such persons as independent contractors. All other persons employed in connection with the operation and management of the Property shall be either independent contractors or employees of Agent, as determined by Agent from time to time. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between Agent and Owner, and/or between persons employed or retained by Agent and Owner.

2.2.4. To keep the Property in a clean and sightly condition and to make all repairs and changes, do all decorating, and purchase all supplies necessary for the proper operation of the Property without incurring (except with the prior written consent of Owner or in circumstances which Agent shall, in its reasonable judgment, deem to constitute an emergency requiring immediate action for the preservation or protection of the Property or of tenants or other persons or to avoid the suspension of necessary services for the Property) costs in excess of the applicable amounts set forth in the Annual Budget or otherwise allowed to be incurred by Agent without Owner's approval pursuant to Section 2.2.2 hereof. Agent shall not be required to undertake the making or supervision of extensive construction or reconstruction of the Property, or any part thereof.

2.2.5. To receive and, subject to the limitations set forth in this Agreement, reasonably respond to complaints and requests from patrons of the Property.

2.2.6. Agent shall deposit or cause the deposit of monies received by Owner in a bank established by Agent on behalf of Owner (the "Owner's Account"), which shall be used exclusively for the maintenance and repair support of Property..

2.2.7 To make withdrawals from the Owner's Account only as expressly authorized by this Agreement, and to invest the monies on deposit in the Owner's Account pursuant to directions and authorizations given by Owner from time to time.

2.2.8. Intentionally Left Blank

2.2.9. To institute in the name of Owner, with Owner's prior consent and subject to Owner's direction and control, and prosecute expeditiously all legal actions or necessary or appropriate for the operation and management of the Property.

2.2.10. To promptly notify Owner of any lawsuit or threat thereof involving, or any material fire or other damage to, or any personal injury or property damage with respect to, the Property, or of any violation under governmental laws, rules, regulations, ordinances, or like provisions, with respect to the Property or this Agreement, or of any breach of any contract or other agreement with respect to the Property, in each case of which Agent receives actual notice.

2.2.11. To use best efforts to comply with, or to cause the Property to comply with, in all material respects, all governmental laws, rules, regulations, ordinances or like provisions and all contracts or other agreements, in each case with respect to the Property including, without limitation, all necessary licenses and permits as may be required or appropriate for the operation of the Property. Agent shall have no liability for any such noncompliance except for any action or failure to act, in either case in bad faith, or for gross negligence or willful misconduct or for any action out of Agent's scope of authority under this Agreement.

2.2.12. To take, without the prior consent of Owner in the event of an emergency, in Agent's reasonable judgment, such immediate action as is necessary or appropriate to preserve or protect the Property or patrons, or other persons or to continue necessary services for the Property.

2.2.13. Intentionally Left Blank

2.3. Agent shall render monthly reports, in a form reasonably satisfactory to Owner, for the preceding calendar month, on or before the fifteenth (15th) day of each month. Agent shall also render such special reports as Owner may reasonably request, and Owner shall pay to Agent such additional compensation therefor as shall be mutually agreed upon from time to time.

2.3.1. Agent shall keep records with respect to the management and operation of the Property, and shall retain those records during the term of this Agreement and for a reasonable period thereafter and deliver copies of them to Owner at Owner's request. Owner, Owner's lenders and Owner's agents and representatives shall have the right at Owner's expense to inspect and audit such records and audit the reports required by Section 2.3 hereof at all times.

2.3.2. On or before November 30th of each calendar year, Agent shall prepare and submit to Owner for its approval a budget and an operating plan for the property (such budget and the Initial Budget, as approved and as modified or amended from time to time by Owner, referred to herein as the "Annual Budget") setting forth the estimated expenditures (capital, operating, and other) of the Property for the succeeding calendar year. Agent shall implement the Annual Budget and shall be authorized, without the need for further approval by Owner, to make the expenditures and incur the obligations set forth in the Annual Budget.

2.3.3. Agent shall execute on behalf of Owner, after obtaining Owner's prior written consent, any other document, consent or agreement reasonably required for the orderly management and operation of the Property.

2.3.4 Intentionally Left Blank

2.4. Notwithstanding any provision of this Agreement to the contrary, Agent shall not without the prior written approval of Owner:

(a) Make any expenditure, whether from the Owner's Account or otherwise, or incur any obligation on behalf of Owner, except for (i) expenditures or obligations approved in writing by Owner or otherwise herein specifically authorized, and (ii) expenditures made and obligations incurred directly pursuant to the Annual Budget (all other obligations incurred or expenditures made by Agent shall be the obligation and responsibility of Agent and shall not be the obligation or responsibility of Owner, and Agent shall hold Owner harmless from and indemnify Owner against any and all such obligations or expenditures); (iii) ground lease payments, if any, and (iv) debt payments.

(b) Convey or otherwise transfer, pledge or encumber any property or other asset of Owner;

(c) Retain architects, engineers, attorneys, accountants or other professionals on behalf of Owner;

(d) Institute or defend lawsuits or other legal proceedings on behalf of Owner;

(e) Intentionally Left Blank

(f) Pledge the credit of Owner except for purchases made in the ordinary course of operating the Property or as otherwise contemplated pursuant to this Agreement;

(g) Obligate Owner for the payment of any fee or commission to any real estate agents or brokers; or

(h) Borrow money or execute any promissory note or other obligation or mortgage, deed of trust, security agreement or other encumbrance in the name of or on behalf of Owner.

2.5 Agent shall pay all operating costs and expenses and other authorized expenses of the Property as set forth in the Budget. All other costs and expenses which shall be set forth in the Budget shall include, without limitation, the following:

- (i) The cost of all purchases of all inventory and supplies for the operation of the Property.
- (ii) The salaries, payroll taxes, fringe benefits and expenses of all on-site employees, if any.
- (iii) Intentionally Left Blank
- (iv) Intentionally Left Blank
- (v) All expenditures, which are of an ordinary nature, for repairs and maintenance, operating equipment, furnishings and equipment, inventory and capital improvements;
- (vi) Legal and accounting fees as related to year-end audits, preparation of partnership tax returns, etc., if requested by Owner; general property accounting (on and off-site) are within the range of Manager's standard responsibility to Owner, and as such are not subject to additional fees or reimbursables; and
- (vii) The Monthly Fees set forth in Exhibit "B" to the Agreement and all reimbursements and other payments due to Agent under the provisions of this Agreement.

ARTICLE III

COMPENSATION

3.1 As Compensation for performing the management services described herein, Owner shall pay Agent as follows:

3.1.1 The Monthly Fees set forth in Exhibit "B" to this Agreement.

3.1.2 Intentionally Left Blank

3.2 Subject to the Annual Budget, in addition to the fee payable to Agent in Section 3.1 hereof, Owner agrees:

3.2.1 That all rebates, credits or other savings obtained by Agent from the management or operation of the Property shall inure to the benefit of Owner. Owner shall have no obligation to pay or reimburse Agent for any other expenses whatsoever.

3.2.2 To provide from time to time, as Owner deems necessary in its sole discretion, at Owner's expense, an adequate furnished office and all necessary utilities related thereto within the Property to serve as Agent's on-site office.

3.3 Reimbursements and payments due by Owner to Agent pursuant to this Article III for obligations accrued prior to termination of this Agreement shall survive the termination of this Agreement.

3.4 Agent shall be reimbursed for all expenses of on-site employees, if any, i.e. salaries, payroll taxes, fringe benefits and expenses. Refer to Exhibit "C" for schedule of employees and salary range for on-site employees. The salary ranges are subject to adjustment with each new Annual Budget.

3.5 Agent shall be separately compensated for any extraordinary services which are other than the usual and customary services performed in its capacity as the managing agent for the property, as specified in Exhibit "D" and Exhibit "E" attached hereto.

ARTICLE IV

TERM

4.1 This Agreement shall be effective as of the date hereof and, unless sooner terminated pursuant to the provisions hereof, shall continue in full force and effect until June 30, 2013.

4.2 Upon expiration of the initial or any subsequent term of the Agreement, the term of this Agreement shall be extended from year to year, unless either Agent or Owner gives notice of termination to the other no later than thirty (30) days prior to the commencement of the next succeeding annual renewal period or unless earlier terminated or renewed as provided in this Agreement.

4.3 Owner and Agent, in their sole and absolute discretion, may, on not less than thirty (30) day's written notice to the other party, terminate this Agreement with or without cause at any time. Owner may also terminate this Agreement, with cause, as of the fifth (5) day after notice is given, by written notice to Agent. For purposes of this Section 4.3, "cause" shall be deemed to be any one of any action or inaction, in either case which constitutes bad faith, gross negligence, willful misconduct or willful breach of this Agreement by Agent or failure of Agent to remedy any breach of this Agreement as set forth in Section 4.4 hereof. In the event that this Agreement is terminated by Owner without cause during the initial term of this Agreement, Owner shall pay to Agent an early termination fee equal to the Monthly Fee set forth in Exhibit "B" to this Agreement prior to the expiration of the thirty (30) day notice of termination.

4.4 If Agent shall fail or refuse to perform or comply with any of its obligations hereunder or shall act outside the scope of its authority, then Owner may give notice thereof to Agent. Agent shall have ten (10) days after receipt of such notice therefor to remedy any monetary default and thirty (30) days after receipt of notice therefor to remedy any non-monetary default, unless such default is susceptible of cure and of a nature which cannot be remedied within such thirty (30) day period, in which event Agent shall promptly commence and thereafter diligently and continuously proceed to remedy such default until completion. If Agent does not so remedy the default within the applicable time period, without limitation of any other right or remedy of Owner at law or in equity, this Agreement may be terminated at the option of Owner, by written notice to Agent, provided, however, that Owner shall not be obligated to give Agent notice of any similar default more than twice during any twelve (12) consecutive month period prior to giving such notice of termination.

4.5 In the event Agent shall make any assignment for the benefit of creditors or there shall be filed by or against Agent any petition seeking any arrangement, reorganization, composition, readjustment, liquidation, dissolution, or other similar relief under the present or any future federal bankruptcy code or act or any other federal or state statute or law, relating to bankruptcy, insolvency or other relief for debtors and Agent fails to effect a dismissal of any such action within ninety (90) days after such filing, this Agreement may be terminated at the option of Owner, by written notice to Agent.

4.6 Upon the expiration of the term of this Agreement or any earlier termination, as herein provided, Agent shall forthwith (a) surrender and deliver up to Owner possession of space occupied by Agent in the Property and all deposits and income, including tenant security deposits, and other monies of Owner on hand and in any bank account, subject to deduction for sums then due and payable to, or which have accrued but are not yet due and payable to, Agent under this Agreement, (b) deliver to Owner, as received, any monies with respect to the Property received by Agent after such termination, (c) deliver to Owner all materials and supplies, keys, contracts, documents, and accounting papers and records in possession or within control of Agent pertaining to this Agreement and/or the Property, (d) assign any right Agent may have in and to any existing contracts relating to the operation and maintenance of the Property as Owner shall require and (e) deliver to Owner or Owner's duly appointed agent, records, contracts, receipts for deposits and unpaid bills with respect to the Property.

4.7 Notwithstanding anything to the contrary in this Agreement, this Agreement shall be subject to and subordinate to any deed of trust or other lien in favor of any mortgagee now or hereafter encumbering all or any portion of the Property.

4.8 Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate upon the foreclosure or other realization of the security for any lien referred to in Section 4.7 hereof unless the purchaser of the Property in connection with such realization elects, in its sole option, within ninety (90) days after such event by written notice to Agent not to terminate this Agreement.

ARTICLE V

TRADE NAME AND SERVICE MARKS

5.1. During the term of this Agreement, the Property, except for commercial space therein, may be known and designated by a trade name or by such trade name as may be selected by Owner; provided, however, that Owner shall have the right to require that any of its appropriate trade or service marks be included in such trade name. Agent hereby agrees to take (at Owner's expense) any action reasonably requested by Owner in order to protect Owner's Agent's and/or Licensor's right to use such trade and service marks in connection with the Property.

5.2. Upon and after the expiration or sooner termination of this Agreement, no trade or service or trade name of Owner, or of any parent, affiliate or successor of Owner shall be used in any form, or under any circumstance, by Agent.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

6.1. Owner, at Owner's expense, agrees to carry a minimum of One Million Dollars (\$1,000,000.00) of General Liability Insurance which it will carry during the entire term of this Agreement insuring its activities with respect to the Property, and shall include Agent as an additional insured at no cost to Agent.

6.2. Agent, at Agent's expense, agrees to carry a minimum of One Million Dollars (\$1,000,000.00) of General Liability Insurance covering agent and shall include Owner as additional insured at no cost to Owner. Owner agrees that such Liability Insurance shall be secondary to the Liability Insurance required to be carried by Owner.

6.3. Agent, at Agent's expense, shall obtain and maintain Worker's Compensation Insurance (including Employer's Liability Insurance) covering all employees of Agent employed in, on or about the Property, so as to provide statutory benefits as required by the laws of the State of California.

6.4. Agent, at Agent's expense, shall obtain and maintain Fidelity Bond insurance coverage for an amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for the benefit of Owner, in form and substance satisfactory to Owner, against loss caused by dishonest acts both on and off the Property and against the infidelity of Agent or any of Agent's employees and/or Agent's independent contractors.

6.5. Agent shall furnish or cause to be furnished to Owner certificates of insurance evidencing all insurance which Agent is required to maintain pursuant to this Agreement. All insurance policies maintained by Agent shall name Owner as additional insured, and shall provide that in the event of cancellation of the policy in whole or in part or a reduction as to coverage or amount thereunder, whether initiated by the insurer or any insured, the insurer shall give not less than thirty (30) days' advance written notice to Owner. Agent shall have and submit the required insurance, in a form acceptable to Owner, prior to commencing any work or services under this Agreement.

6.6. Agent shall protect, defend, indemnify and hold harmless Owner, Owner's partners, any employees, officers, shareholders or affiliates or any such person and the Property from and against any and all claims, loss, expense, liability, action or damage (including reasonable attorneys' fees and other costs of defending any of the foregoing) arising out of any action or failure to act, in either case in bad faith, or for gross negligence or willful misconduct or any action out of the scope of authority by Agent, any partner of Agent or any officer, shareholder or other affiliate of Agent under this Agreement.

6.7. Owner shall protect, defend, indemnify and hold harmless Agent from and against any and all loss, cost, damage, liability and expense (including court costs and reasonable attorneys' fees) to the extent arising out of the performance by Agent of its obligations and duties hereunder in accordance with the terms hereof; *provided, however*, that Owner does not hereby agree, and shall not be obligated to, so indemnify Agent from any such loss, cost, damage, liability or expense to the extent arising out of any acts of Agent beyond the scope of Agent's authority hereunder not otherwise authorized by Owner, any grossly negligent acts, omissions or intentional misconduct of Agent or Agent's

6.8 Without affecting any other rights for remedies, Agent and Owner each hereby release and relieve the other, and waive their entire right of subrogation against the other, for loss or damage arising out of or incident to the perils required to be insured against under Article VI. The effect of such releases and waivers of the right to subrogate shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto. Agent and Owner agree to have their respective insurance companies waive any right to subrogation that such companies may have against Agent or Owner, as the case may be, so long as the insurance is not invalidated thereby.

MISCELLANEOUS

7.5. All notices, demands, and other communications hereunder shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail or courier service to the parties at the following addresses (or at such other addresses as shall be given in writing by any party to the others) and shall be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such Express Mail or courier services:

To Agent: Essex Realty Management, Inc.
18012 Sky Park Circle, Suite 200
Irvine, CA 92614
Attn: Jim Neiger

7.6. Owner and its general partners, agent, servants and representatives may, at all times, enter the Property or any part thereof, for the purpose of inspecting, surveying, measuring or preserving the Property or for any other purpose. Owner agrees to promptly notify Agent of any lawsuit or threat thereof involving, or any material fire or other damage to, or any personal injury or property damage with respect to, the Property, or of any violation under governmental laws, rules, regulations, ordinances, or like provisions, with respect to the Property or this Agreement, or of any breach of any contract or other agreement with respect to the Property.

7.7. The liability of the Agent under this Agreement shall be limited to the assets of the Agent and no shareholder, director, officer, employees or principal of Agent, whether disclosed or undisclosed, shall have any personal liability under this Agreement.

7.8. The liability of Owner under this Agreement shall be limited to the Property and neither Owner nor any partner or principal of Owner, whether disclosed or undisclosed, shall have any personal liability under this Agreement.

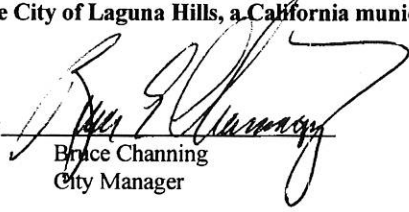
7.9. Agent shall devote to the performance of its obligations under this Agreement such portion of its time as may be reasonably necessary to accomplish the obligations of Agent set forth herein.

7.10. Owner and Agent shall each have the right to engage in any other activity for its own benefit or advantage, including, without limitation, any competitive real estate venture. Nothing contained herein shall preclude, prevent or be a limitation upon either Owner or Agent being engaged in other real estate or other ventures, whether acting for itself or for others, or as a partner in a partnership or a stockholder in a corporation, or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the effective date set forth above.

"Owner"

The City of Laguna Hills, a California municipal corporation

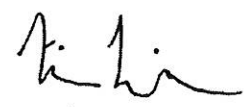
By: 
Bruce Channing
City Manager

Date: October 11, 2011

Approved as to form:

"Agent"

ESSEX REALTY MANAGEMENT, INC.

By: 
Jim Neiger
President

By: 
Gregory E. Simonian
City Attorney

Attest:

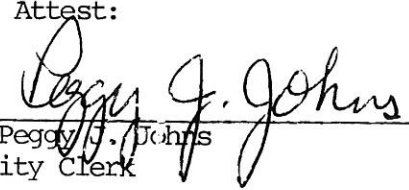
By: 
Peggy J. Johns
City Clerk

EXHIBIT "A"

<u>PROPERTY NAME</u>	<u>DESCRIPTION/LOCATION</u>
1) Laguna Hills Community Center	An approximately 48,000 square foot project located at 25555 Alicia Parkway in Laguna Hills, California.

EXHIBIT "B"

For supervising, administering, managing, and performing other related services and operating the Properties in accordance with this Agreement, the Management shall be paid the following sums:

<u>PROPERTY</u>	<u>MONTHLY FEE</u>
1) Laguna Hills Community Center	Flat monthly fee of \$3,250 per month.

EXHIBIT "C"

POSITION

BASE SALARY*

"NONE",

* Net of federal and state payroll taxes, insurance, and other employee benefit costs.

Owner acknowledges that Agent has invested substantial time, effort and resources selecting, training, managing and supervising its employees who are or will be operating and managing, both directly and indirectly, the Property. In the event that Owner directly or indirectly hires any of Agent's employees within six (6) months following the expiration or earlier termination of this Agreement, Owner shall pay Agent a placement fee of Twenty Thousand Dollars (\$20,000.00) per employee as reimbursement for Agent's expenditure of such time, effort and resources.

EXHIBIT "D"

1. *CONSTRUCTION
MANAGEMENT*

If requested in writing by Owner, Agent to supervise and be paid 5% of total tenant improvement or other capital costs on the Property up to the first \$100,000 of total improvement cost, and 3% on any amounts greater than \$100,000. No fee would be charged on any improvement job where the cost is less than \$5,000 per occurrence.

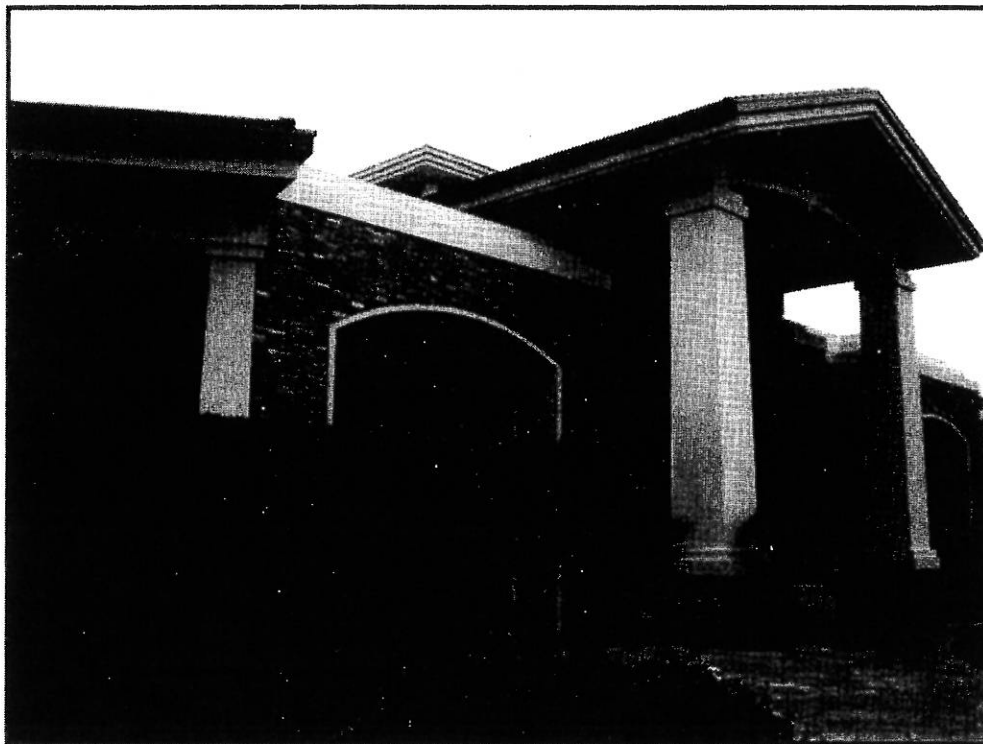
EXHIBIT "E"

Manager shall be separately compensated for any extraordinary services which are other than the usual and customary services performed in its capacity as the managing agent for the property, including but not limited to, the following. List details the Fees for each extraordinary services:

- | | |
|---|--------------------|
| 1. Vendor 1099 Forms | \$5 per vendor |
| 2. Tax Packages | \$500 per property |
| 3. Audits | \$75 per hour |
| 4. Quarterly Accounting Report (after sale of Property) | \$225 per property |

EXHIBIT “F”

(Essex Realty Management’s – Management Proposal)



PROPOSAL OF MANAGEMENT SERVICES CITY OF LAGUNA HILLS-COMMUNITY CENTER

Essex Realty Management, Inc. is pleased to present you with this proposal of management services for the **City of Laguna Hills Community Center**. We manage numerous similar assets and would welcome the opportunity to provide you with the same high quality real estate services.

Essex Realty Management, Inc. is a commercial management company employing over sixty (60) professionals. We currently manage almost sixteen (16) million square feet of office, industrial, retail, medical, and commercial associations. Essex currently has offices serving *Sacramento, Ventura County, Orange County/Los Angeles County, The Inland Empire, and San Diego County.*

Essex is an accredited AMO® firm as designated by the Institute of Real Estate Management. In order to deliver results for property owners, a property management company must be committed to providing focused, experienced attention to the human (tenants) and physical (buildings & grounds) aspects of a project. We have built our business on delivering this focused attention to all of our client's projects.

COMPANY PROFILE

HISTORY

ESSEX REALTY MANAGEMENT, INC. is a privately owned real estate management and development company based in Irvine, California with offices also in San Diego, Los Angeles, Ventura County, the Inland Empire and Sacramento. The firm provides a full range of advisory services to institutional, corporate and private clients, as well as acquiring and developing properties for its own account. The company has effectively merged management, marketing, and construction skills since its incorporation on May 1, 1987 in the state of California.

The principals of the company, Burrell D. Magnusson, Jim Neiger, and Linda Webber have been involved in Southern California real estate for a combined total of over seventy years. Under their leadership, the company focuses on real estate management and development services. In addition to property management services, the firm engages in investment and development projects of its own and has developed over two million square feet of commercial, industrial and retail product over the years.

PHILOSOPHY

Essex concentrates its efforts in the area that it knows best — the management, acquisition, and development of quality real estate properties. The company's objective, and the basis for our continued success, is the satisfaction of the clients' needs by providing conscientious and dedicated service. Above all, the firm listens to the clients' stated goals, prepares a plan to achieve those objectives, and then executes the plan through the creative employment of its resources.

The company also recognizes that tenant needs must also be met in order to maximize the value of its properties. The firm, therefore, places the highest priority on the human needs of people working and living in a productive environment and the tenant retention efforts necessary to satisfy those needs.

FOCUS

Essex focuses on the management of office, industrial and retail properties. While the organization maintains this strategic regimen, Essex is often called upon to expand its services in order to address a specific property requirement or client need such as consultation services involving existing corporate facilities. The execution or coordination of such additional services as property acquisition, design, construction, financing, leasing, management, and disposition is also an integral part of the company's full-service asset management capabilities.

DEDICATION TO EXCELLENCE

In an increasingly demanding and competitive real estate environment, safeguarding the owners' investments may not be enough. The people of Essex are dedicated to increasing the value of our properties by providing the highest quality personal service. Those services range from tightly controlled accounting procedures and customized reporting to immediate responsiveness and timely follow-through on tenant requests. There are no layers of management decision-making that delay satisfaction of tenant needs. At Essex, hands-on management of our properties is a constant, and the efficient employment of the company's resources in maximizing their value is our challenge. The Essex organization is a growing team of dedicated professionals who deliver "hands-on", personal service.

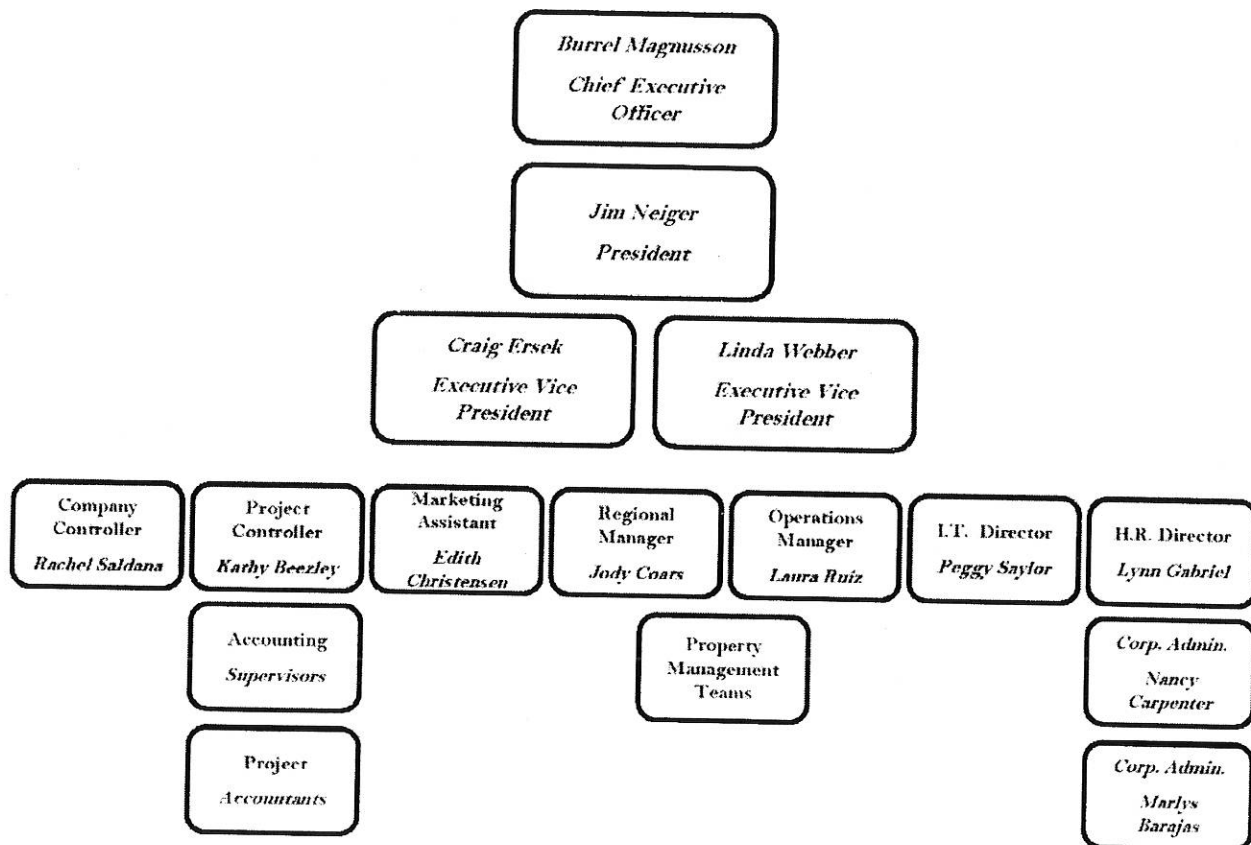
PROFESSIONAL ACCREDITATION

Property managers at Essex understand the complex legal issues affecting property management today and appreciate the operational requirements of both institutional and private tenants. To stay abreast of this dynamic market, Essex encourages the completion of educational programs leading to professional certification. Individuals within the organization have the Certified Property Manager (CPM) designation or are candidates for that designation. The firm is an Accredited Management Organization (AMO), a designation received from the Institute of Real Estate Management (IREM).

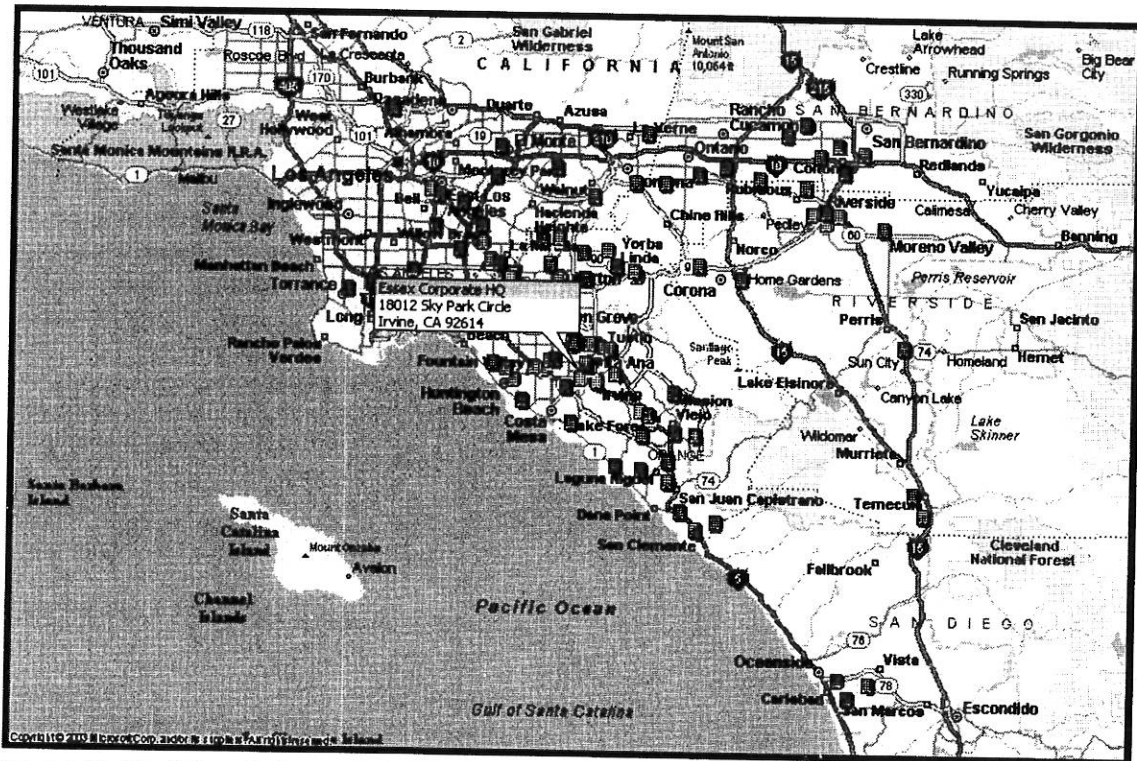
To further this effort, members of the Essex team are also active in the Urban Land Institute (ULI), the National Association of Industrial and Office Parks (NAIOP), the Institute of Real Estate Management (IREM), the International Council of Shopping Centers (ICSC), and the Building Owners and Managers Association (BOMA).

The accounting department of the company utilizes the latest state-of-the-art software (MRI), which provides an accurate, detailed and timely reporting process, as well as the ability to customize reports to fit any client requirement.

COMPANY ORGANIZATION



ESSEX MANAGEMENT ASSIGNMENTS

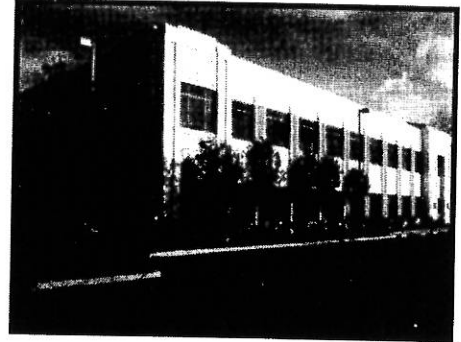


Highlighted buildings indicate nearby projects currently managed by Essex.

REPRESENTATIVE OFFICE ASSIGNMENTS

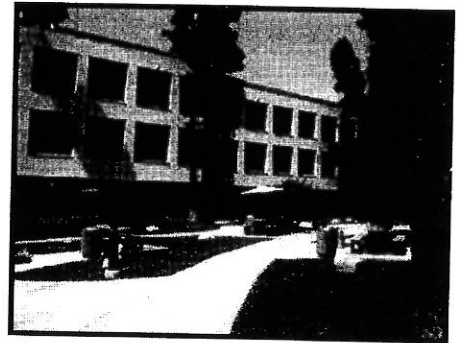
LADERA RANCH

- 6 building office park containing approximately 196,000 sq. ft. of office and medical space
- Essex also manages the 260,000 sq. ft master association affiliated with the project
- Managed by Essex since November-2002
- Project owned by large local Developer and Institutional Partners



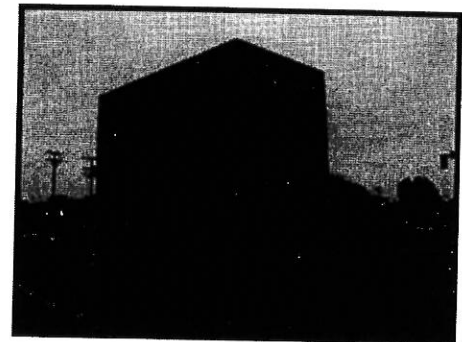
VENTURA PROFESSIONAL CENTER

- 113,346 sq. ft. office property in Ventura
- Managed by Essex since August-2008
- Managed for private investment company



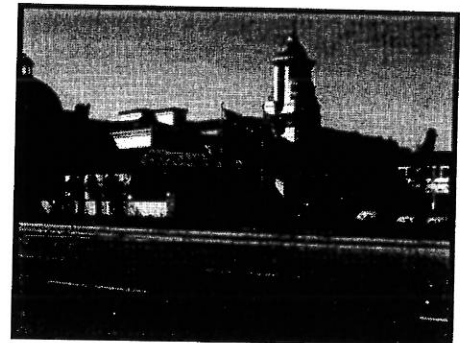
2401 E. EL SEGUNDO BLVD.

- 106,916 sq. ft. office property in El Segundo
- Managed by Essex since June-2008
- Project owned by institutional investment company



LAGUNA HILLS CENTER

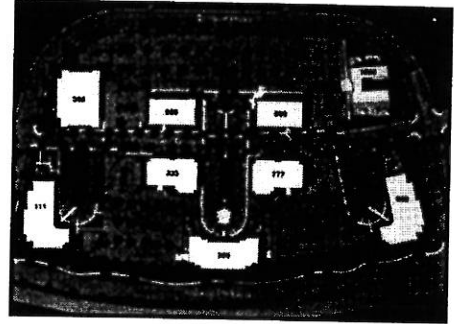
- 51,946 sq. ft. office property located at on El Toro Road in Laguna Hills
- Managed by Essex since September-2001
- Managed for the City of Laguna Hills



REPRESENTATIVE ASSOCIATIONS

LADERA RANCH COMMERCIAL ASSOCIATION

- 320,000 sq. ft. master-planned commercial association
- Developed by Rancho Mission Viejo Company
- Essex has managed the association since January-2003



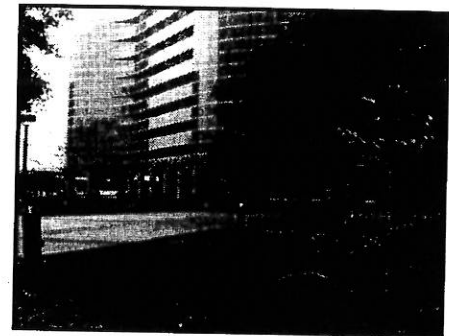
RANCHO DEL ORO TECH PARK

- 220 Acre Common Area Association in Oceanside
- Managed by Essex since September – 2003
- Commercial Association containing Seventy (70) Individual Owners.



REGENTS PARK COMMERCIAL ASSOCIATION

- 7 member Common Area Association in La Jolla consisting of high rise office buildings and hotels
- Managed by Essex since April-2011



KAISER ANAHEIM BUSINESS CENTER ASSOCIATION

- 1,451,000 sq. ft. association assignment in Anaheim
- Association containing twenty-seven (27) owners
- Managed by Essex since December-2001



PROPERTY MANAGEMENT SERVICES

- **Facilities Maintenance:** Hire and supervise all service vendors required to properly maintain those assets, including but not limited to:
 1. Security
 2. Janitorial Contract
 3. Engineering/Utility personnel
 4. Landscaping (Interior)
 5. Elevator Repairs/Maint
 6. Window Washing
 7. Floor Maintenance
 8. HVAC
 9. Fire Alarm/Sprinkler
 10. Lighting Exterior/Interior
 11. Fountain Maintenance
 12. Pest Control

Leverage those service vendors to provide the highest level of service at the best possible price. Proactively maintain all building systems (Roofs, HVAC, FLS Systems, Asphalt, etc.) to ensure their longevity and maintain a safe and friendly environment. Maintain service

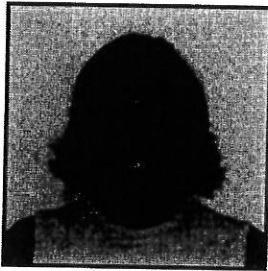
- **Records Management:** Compile facility maintenance records. Maintain historical maintenance records for the facility.
- **Construction Supervision:** If required, coordinate, bid, monitor, and oversee all capital improvements at the project.
- **Property Management:** Manage the overall operations of the property, perform regular site inspections, work with the client, and the clients accounting representatives to create annual operating budgets, generate monthly operating reports, communicate frequently with client representative, and deliver exceptional customer service.
- **Risk Management:** Review all aspects of operations for potential risk management issues, including; recurring physical and site inspections to determine and eliminate trip and fall and other safety hazards, focus on maintaining a fire, life & safety program that's designed to prevent accidental injuries to all guests, vendors and personnel.
- **Property Accounting:** Approve all invoices for payment and assist client's accounting representatives with any needed assistance regarding the monthly accounting reports.

STAFFING PLAN

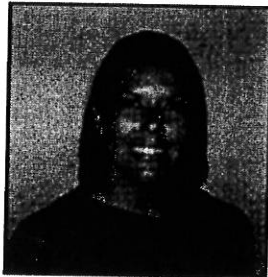
DIRECT STAFFING:

An experienced dedicated property management team is vital to the success of any project. Essex employs a unique "team approach" when it comes to assigning property managers to projects. Our Property Managers work in teams consisting of a seasoned Property Manager and a strong Assistant Property Manager. Both team members work on the project, interacting with the client, tenants and vendors to gain a clear understanding of the project including the client's goals and objectives. This concept allows the management team more time to be spent in the field and at the asset ensuring a proactive management approach without sacrificing service or accessibility from clients, tenants and vendors. Ultimately, the "team approach" ensures continuity and coverage for both the asset and the client.

For this assignment we would propose the following Property Management Team:



Sandi Montez (Property Manager) has over twelve years of real estate experience and has managed numerous quality projects during her career. In addition to having great tenant relation skills, ***Sandi*** is very experienced with all product types including office buildings, industrial buildings and commercial common area associations. Sandi has a valid California Real Estate Salesperson License and is also designated as a Certified Community Association Manager (CCAM).



Jessica Herr (Assistant Property Manager) will be assisting ***Sandi*** on this asset with all day to day functions. ***Jessica*** has over nine years of real estate experience and will play an active role on the asset including, assisting with; vendor oversight, tenant relations, payables processing and financial reporting.

CORPORATE STAFFING:

Essex Realty Management has an experienced Corporate Team in place to ensure that this asset receives the highest level of service. That experience cuts across all functions including; accounting, financial reporting, property management, operations, leasing, and strategic planning. Together with the property management professionals, the Corporate Team will make certain that this asset continues to operate at its highest level.



Jody Coats – Regional Manager. As the Regional Manager for Essex Realty Management, Jody provides another layer of support for the management team assigned to your asset. Jody's role is to ensure that the management team understands the goals and objectives of the client. Jody will interact with the client and the management team, to ensure that the client's expectations are being met. Jody has an extensive background in property management and prior to joining Essex in 2007, worked for CB Richard Ellis. Jody holds a valid California Real Estate Sales License (*See profile in appendix*).

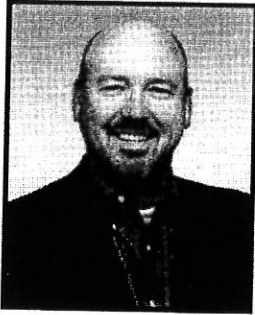


Laura Ruiz - Operations Manager. As the Operations Manager for Essex Realty Management, Laura's role is to ensure that the management team adheres to Essex's policies and procedures as they relate to budgeting, financial reporting and operations. Laura has a strong background in Real Estate and Property Management and has been with Essex for over nine years. Prior to joining Essex, Laura worked for Insignia ESG. Laura holds a valid California Real Estate Sales License (*See profile in appendix*).

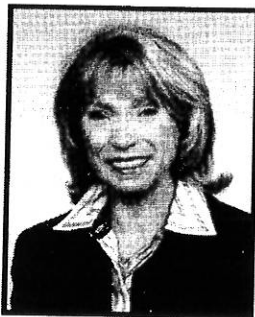


Kathy Beezley - Project Controller. Kathy's role is to oversee the accounting professionals assigned to your asset. Kathy will play a "hands-on" role and work closely with the management and accounting teams to ensure that the accounting and financial reporting for this asset is both accurate and timely. Kathy will also interact with the ownership to guarantee that the client's expectations are being met. Kathy has over thirty years of property accounting experience and has been with Essex Realty Management for almost seven years. Kathy spent over twenty years with the Irvine Company prior to joining Essex (*See profile in appendix*).

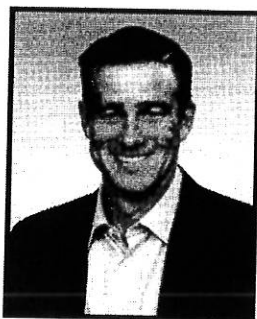
CORPORATE STAFFING (continued):



Craig Ersek – Executive Vice President. Craig will ensure that all of the appropriate disciplines from Essex's resources are applied to this assignment. Craig has over twenty-three years of real estate experience. Craig was most recently a Director at CB Richard Ellis where he oversaw a diverse mix of real estate totaling more than 16 million square feet. Along with Business Development, Managing Client Relationships and Assisting in the Strategic Planning for these Assets, Craig's duties included the oversight and management of the onsite Real Estate professionals. Craig has an MBA from Chapman University and undergraduate degree in Real Estate Finance from Cal State Fullerton. Craig holds a valid California Sales License. *(See profile in appendix).*



Linda Webber – Executive Vice President. Linda will oversee the assigned team's efforts. Linda is a principal and Executive Vice President at Essex, and has over twenty years of real estate experience, including five years with her own management company. Linda has an in-depth knowledge of the property management business, and is an invaluable resource for Essex managers as well as property owners. Linda attended the College of Dupage in Illinois, and is a licensed California Real Estate Broker. Additionally, Linda is an accredited California Association Manager (CACM) *(See profile in appendix).*



Jim Neiger – President. Jim is a principal and President of Essex, and has approximately eighteen years of commercial management and leasing experience, including approximately five of those years spent with the Koll Company. During this period he has managed product types including office, industrial, retail, auto center, apartment, and common area association. Additionally, Jim has a Master's degree in Real Estate Development, from U.S.C., and an undergraduate degree in Mathematics / Computer Science from U.C.L.A. He also, is a Certified Property Manager as designated by the Institute of Real Estate Management. His experience in working with both private owners and institutional clients should be helpful in insuring that the results desired by the ownership are achieved *(See profile in appendix).*

PROPOSED MANAGEMENT FEE STRUCTURE

MANAGEMENT FEE

Outlined below are our proposed fees to provide property management services for:

CITY OF LAGUNA HILLS – COMMUNITY CENTER

- **Full Service Management Fee:** Agent would charge a flat fee of *Three Thousand-Two Hundred and Fifty Dollars (\$3,250)* per month.
- **Construction Services:** If requested by the Client, Essex would provide capital improvement services, including bidding out, making recommendations to ownership, and then supervising all capital improvement work at the project. Essex would charge a fee of 5% of total capital costs. No fee would be charged on any improvement job where the cost is less than \$2,000.

PROFESSIONAL PROFILES

PROFESSIONAL PROFILE

JODY COATS
Regional Manager
Irvine, California



jcoats@essexrealty.com
T 1.949.798.8100
F 1.949.798.5904
18012 Sky Park Circle
Suite 200
Irvine, CA 92614

Jody Coats is a Regional Manager with Essex Realty Management, Inc. As Regional Manager, Ms. Coats' role is to act as an effective liaison between the client and the assigned property management team to ensure that the client's goals and objectives are being met.

Ms. Coats has been in the real estate industry for over ten years and has a strong understanding of all product types. Prior to joining Essex, she was employed by CB Richard Ellis where she was responsible for all aspects of a 1.3 million square foot Orange County office project. Her duties included the management and oversight of all daily operations including; building operations, capital and tenant improvements, financial reporting, tenant relations and client interaction. She has extensive experience managing both institutional and private client owned product.

Ms. Coats is a licensed California Real Estate Sales Person and is affiliated with both the Institute of Real Estate Management (IREM) and the Building Owners and Managers Association (BOMA).

PROFESSIONAL PROFILE

LAURA RUIZ
Operations Manager
Irvine, California



lr Ruiz@essexrealty.com
T 1.949.798.8100
F 1.949.798.5904
18012 Sky Park Circle
Suite 200
Irvine, CA 92614

Laura Ruiz is the Operations Manager for Essex Realty Management, Inc. As the Operations Manager, Ms. Ruiz' role is ensure the quality of the management team's performance in all areas including; budgeting, financial reporting and operations. Ms. Ruiz is also responsible for establishing and implementing operating polices and procedures at Essex.

Ms. Ruiz has an extensive background in property management and has been in the real estate industry for over fifteen years. Prior to joining Essex ten years ago, she was employed as a Senior Property Manager by Insignia/ESG, Inc. Her duties included the oversight and management of a 1,000,000 square foot portfolio consisting of low and mid-rise office buildings located throughout Orange County.

Ms. Ruiz is a licensed California Real Estate Sales Person and is affiliated with both the Institute of Real Estate Management (IREM) and the Building Owners and Managers Association (BOMA).

PROFESSIONAL PROFILE

KATHY BEEZLEY
Project Controller
Irvine, California



kbeezley@essexrealty.com
T 1.949.798.8100
F 1.949.798.5904
18012 Sky Park Circle
Suite 200
Irvine, CA 92614

Kathy Beezley is the Project Controller for Essex Realty Management, Inc. As the Project Controller, Ms. Beezley has full responsibility for all project accounting functions at Essex. In order to meet client expectations, Ms. Beezley works closely with both the accounting and management teams assigned to the asset to ensure that the financial reporting is both accurate and timely.

Ms. Beezley has over thirty years of property accounting experience. Prior to joining Essex eight years ago, she was an Accounting Manager with The Irvine Company. In addition to overseeing the accounting functions provided by the third party property managers, she was responsible for the internal budgeting, forecasting and reporting of a diverse multi-million square foot real estate portfolio that included; retail, office, industrial, ground leases and common area associations.

PROFESSIONAL PROFILE

CRAIG ERSEK
Executive Vice President
Irvine, California



cersek@essexrealty.com
T 1.949.798.8100
F 1.949.798.5904
18012 Sky Park Circle
Suite 200
Irvine, CA 92614

As Executive Vice President of Essex Realty Management, Mr. Ersek is responsible for Business Development, Marketing and Client Relations as well as assuming Senior Oversight for several large clients. He also oversees the Finance and Accounting functions at Essex Realty Management, Inc.

Mr. Ersek has over twenty-two years of real estate experience. He has a diverse background in real estate, which includes; extensive experience working with both institutional and non-institutional real estate and with all product types ("mixed-use", class "A" office, "big box" industrial, multi-tenant industrial and retail).

Prior to joining Essex, Mr. Ersek was employed for eight years by CB Richard Ellis. As Director of Asset Services, Mr. Ersek supervised a staff of real estate professionals responsible for the management of over 16 million square feet of assets located throughout Southern California. In addition to assisting in the Strategic Planning for these assets, Mr. Ersek's responsibilities included Business Development and Managing Client Relationships.

Prior to joining CB Richard Ellis, Mr. Ersek was employed by Watson Land Company as an Asset Manager, where he assisted in the management of the company's 10 million square foot portfolio. Prior to that, Mr. Ersek worked for the Koll Company where he oversaw all aspects of a 900,000 square foot, "institutionally owned", class "A", office portfolio located in Orange County.

Mr. Ersek graduated from California State University at Fullerton with a Bachelors Degree in Business Administration (Real Estate Finance Concentration) and also earned an MBA, with honors, from the George L. Argyros School of Business and Economics at Chapman University.

PROFESSIONAL PROFILE

LINDA WEBBER
Executive Vice President
Irvine, California



lwebber@essexrealty.com
T 1.949.798.8100
F 1.949.798.5904
18012 Sky Park Circle
Suite 200
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Linda Webber is a principal of Essex Realty Management, Inc., and Essex Properties. As Executive Vice President of Essex Realty Management, Ms. Webber is responsible for the coordination of all property management services throughout the company. She also oversees the Information Technology and Human Resource functions at Essex Realty Management, Inc.

Ms. Webber has over twenty-five years of experience in the Real Estate industry and has been involved in all aspects of the development and management process.

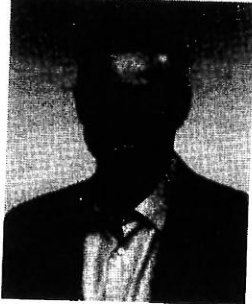
Prior to joining Essex, Ms. Webber directed the activities of her own management company as its President while coordinating the management and marketing of office, medical, retail, and industrial properties in Orange and San Diego counties. That firm was later merged with Essex Realty Management.

Prior to that, Ms. Webber was an analyst and asset manager for Johnston Properties, Inc. in Newport Beach where the company was actively involved in the development of office and retail properties in Orange and Riverside counties. Responsibilities included the supervision of architectural design, construction coordination, leasing, and tenant improvements on specific properties being developed by the firm.

Linda is a graduate of the College of Dupage in Illinois, a licensed California Real Estate Broker and is an accredited California Association Manager (CACM).

PROFESSIONAL PROFILE

JIM NEIGER
President
Irvine, California



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Jim Neiger is a principal of Essex Realty Management, Inc., and Essex Properties. As President of Essex Realty Management, he is responsible for all property management, asset management, and consulting functions. Additionally, as a principal with Essex Properties, Mr. Neiger is responsible for spearheading the asset management functions for Essex Properties, as well as assisting with the acquisition and underwriting.

Mr. Neiger has over twenty years of commercial management and leasing experience. During his career, he has been involved in the asset and property management of all product types including office, industrial, retail, medical, auto center, apartment, and common area associations.

Prior to joining Essex, Mr. Neiger was a senior manager for the Koll Company with responsibilities for overseeing a variety of properties for numerous clients. During those five years, he oversaw approximately 1.5 million square feet of office and industrial projects and managed a staff of eleven people. His clients included The Irvine Company, Teachers Insurance and Annuity of America, Grubb & Ellis Realty Advisors, Aetna Realty Advisors, The City of Irvine, The Santa Margarita Company, Hart Advisors, and Property Reserve, Inc.

During the previous four-year period, Mr. Neiger was an asset manager for Jerico Management Company and Southport Financial Corporation, both based in Los Angeles. Responsibilities included leasing, financial reporting, and property management on a varied portfolio of offices, industrial, and R & D projects while attending graduate school.

Mr. Neiger holds a Masters Degree in Real Estate from the University of Southern California and a Bachelor of Science Degree in Mathematics/Computer Science from the University of California at Los Angeles. He is a licensed Real Estate Salesman in the State of California. He also is a Certified Property Manager, as designated by the Institute of Real Estate Management.

PROFESSIONAL PROFILE

BURREL MAGNUSSON
Chief Executive Officer
Irvine, California



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18012 Sky Park Circle
Suite 200
Irvine, CA 92614

Burrel Magnusson is owner of The Essex Group, a principal of Essex Realty Management, Inc., and Essex Properties. He has been actively engaged in the development and management of investment-oriented properties in the United States since 1971. His background includes experience in feasibility analysis, property acquisition, development, capital funding, marketing and asset management.

Mr. Magnusson directs the activities of The Essex Group and Essex Properties as its President and Chief Executive Officer. Since 1971 under his direction, the firms have developed and managed office buildings, industrial parks, and retail centers representing a total value in excess of a billion dollars and several million square feet of space with an emphasis on high quality developments. Several of these projects have been honored with design awards from the Pacific Coast Builder's Conference.

On various occasions, Mr. Magnusson has served as a guest speaker and panellist for such organizations as the American Institute of Architects and the National Association of Industrial and Office Parks, lending his comments and expertise on various aspects of the development process and trends within the industry.

Mr. Magnusson received his professional degree in Business Administration from the California State University at Long Beach. He is a licensed real Estate Broker in California, a member of the Urban Land Institute (ULI), the National Association of Industrial and Office Parks (NAIOP), and the International Council of Shopping Centers (ICSC).



CITY OF LAGUNA HILLS

City Clerk

October 12, 2011

Essex Realty Management, Inc.
Edith M. Christensen
18012 Sky Park Circle, Ste. 200
Irvine, CA 92614-6671

Re: Management Agreement – Laguna Hills Community Center

Dear Ms. Christensen:

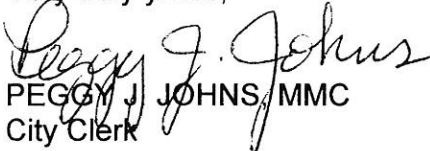
The City Council of the City of Laguna Hills at its regular meeting held on October 11, 2011, authorized the City Manager to execute a Management Agreement with Essex Realty Management, Inc., for the property management of the Laguna Hills Community Center.

One copy of the Agreement, which has been executed by the City, is enclosed for your files. We will need proof of General Liability Insurance for your firm in the amount of \$1,000,000, showing the City of Laguna Hills as additional insured.

Please submit proof of insurance to this office as soon as possible.

Thank you for your cooperation. If I can be of further assistance, please do not hesitate to call me at (949) 707-2635.

Very truly yours,


PEGGY J. JOHNS, MMC
City Clerk

Enclosure

cc: Deputy City Manager

0400-10/CtyClerk/Agendas/111012 Let Essex Realty.doc

ESSEX |

October 5, 2011

City of Laguna Hills
Attn: Ms. Peggy Johns, City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

**Re: Management Agreement
Laguna Hills Community Center**

Dear Ms. Johns:

Enclosed please find two (2) signed Management Agreements for the property referenced above. Once they are fully executed please forward one original back to me. If I can be of further assistance please feel free to contact me.

Sincerely,
Essex Realty Management



Edith M. Christensen
Executive Assistant

18012 Sky Park Circle | Suite 200 | Irvine, CA 92614-6671
phone 949-798-8100 | fax 949-798-5904
www.essexrealty.com
Broker # 00965485

11/25/2014 ITEM NO. 3.9



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: APPLICATION AND RESOLUTION IN SUPPORT OF THE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM, PROJECT P, FOR THE ALICIA PARKWAY CORRIDOR, CIP NO. 168

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMISSION OF ALICIA PARKWAY CORRIDOR IMPROVEMENT PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRANSPORTATION SIGNAL SYNCHRONIZATION PROGRAM."

SUMMARY:

Measure M-2 includes Project P, the Traffic Signal Synchronization Program, which, Countywide, seeks to coordinate 2,000 traffic signals. Once a system is coordinated, Project P also allows an agency to refresh the traffic signal synchronization once every three years. All of the City's arterial highways have been synchronized in the past and, during this call for projects through the Orange County Transportation Authority (OCTA), the Alicia Parkway Corridor is eligible for retiming and equipment upgrades. The City of Laguna Hills has taken the lead in developing this project and the Cities of Aliso Viejo, Laguna Niguel and Mission Viejo have agreed to support and participate in the project. The application for this project is attached and a Resolution in support of the project is required by OCTA to be submitted before the end of the calendar year. The project will benefit the residents of Laguna Hills and commuters along Alicia Parkway. Adoption of the Resolution is recommended.

BACKGROUND:

Traffic signal synchronization is the process by which traffic signal control systems communicate with each other and are timed to allow a queue of vehicles to pass through a

corridor, at a given constant speed, with limited or no stopping at traffic signals. Measure M-2 provides funding, through Project P, for agencies to enhance their traffic signal synchronization. This is a relatively low cost approach to improving mobility in the County. The Traffic Signal Synchronization Program (TSSP), which, Countywide, seeks to coordinate 2,000 traffic signals, also allows an agency to refresh existing synchronized corridors once every three years. OCTA recently issued a call for projects for next year's Project P TSSP and staff prepared and submitted the attached Alicia Parkway Corridor Improvement Project. OCTA requires the Project Application be accompanied by a supporting Resolution before the end of the Calendar Year.

The Alicia Parkway Corridor is a traffic signal synchronized corridor that is now eligible and ready to be updated and improved. The adjacent Cities of Aliso Viejo, Laguna Niguel and Mission Viejo have agreed to support and participate in this project with our City being the lead agency. The project limits are from Crown Valley Parkway in Laguna Niguel to Rustic Oak in Mission Viejo; addressing the needs of 40 traffic signals over a distance of approximately 10.5 miles. A map of the project and the particular planned system upgrades are included in the Application. Some of the equipment upgrades planned for Laguna Hills' traffic signals include bicycle presence detectors, count down pedestrian timers and enhanced system communications.

The Alicia Parkway Corridor project will benefit the residents of Laguna Hills and commuters along Alicia Parkway. Adoption of the attached Resolution is recommended.

FISCAL IMPACT:

The Alicia Parkway Corridor TSSP is a project anticipated to occur within Capital Improvement Project No. 168 and is included in the six-year Capital Improvement Program Budget as a future expenditure. This project has an estimated total cost of \$2,309,000 with the City of Laguna Hills having a cash match responsibility of \$40,000. Since this project will occur in next year's budget, an allocation of funding, if awarded Measure M-2 funds by OCTA, will be addressed in the next biennial budget.

ATTACHMENTS:

- Resolution
- Alicia Parkway Corridor Funding Application

RESOLUTION NO. 2014-11-25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMISSION OF ALICIA PARKWAY CORRIDOR IMPROVEMENT PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRANSPORTATION SIGNAL SYNCHRONIZATION PROGRAM

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

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

WHEREAS, the City of Laguna Hills has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of the Measure M2; and

WHEREAS, the City of Laguna Hills has a currently adopted Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

WHEREAS, the City of Laguna Hills will provide matching funds for each project as required by the Comprehensive Transportation Funding Programs Procedure Manual; and

WHEREAS, the City of Laguna Hills will not use Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Laguna Hills desires to implement a multi-jurisdictional signal synchronization improvement project along the Alicia Parkway Corridor from Crown Valley Parkway in the City of Laguna Niguel to Rustic Oak in the City of Mission Viejo with participation by the adjacent cities of Aliso Viejo, Laguna Niguel, and Mission Viejo.

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

Section 1: The Application for the Alicia Parkway Corridor Improvement Project is approved for submittal to the Orange County Transportation Authority.

PASSED, APPROVED, AND ADOPTED this 25th day of November, 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2014-11-25-x adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 25th day of November 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

FY 2015 Call for Projects

**Regional Traffic Signal Synchronization Program
Project P**

Supplemental Application Information

Alicia Parkway

10/24/2014

Agency: City of Laguna Hills

Contact Name: Ken Rosenfield, P.E.

Contact Number: (949) 707-2655

Contact Email: KRosenfield@ci.laguna-hills.ca.us

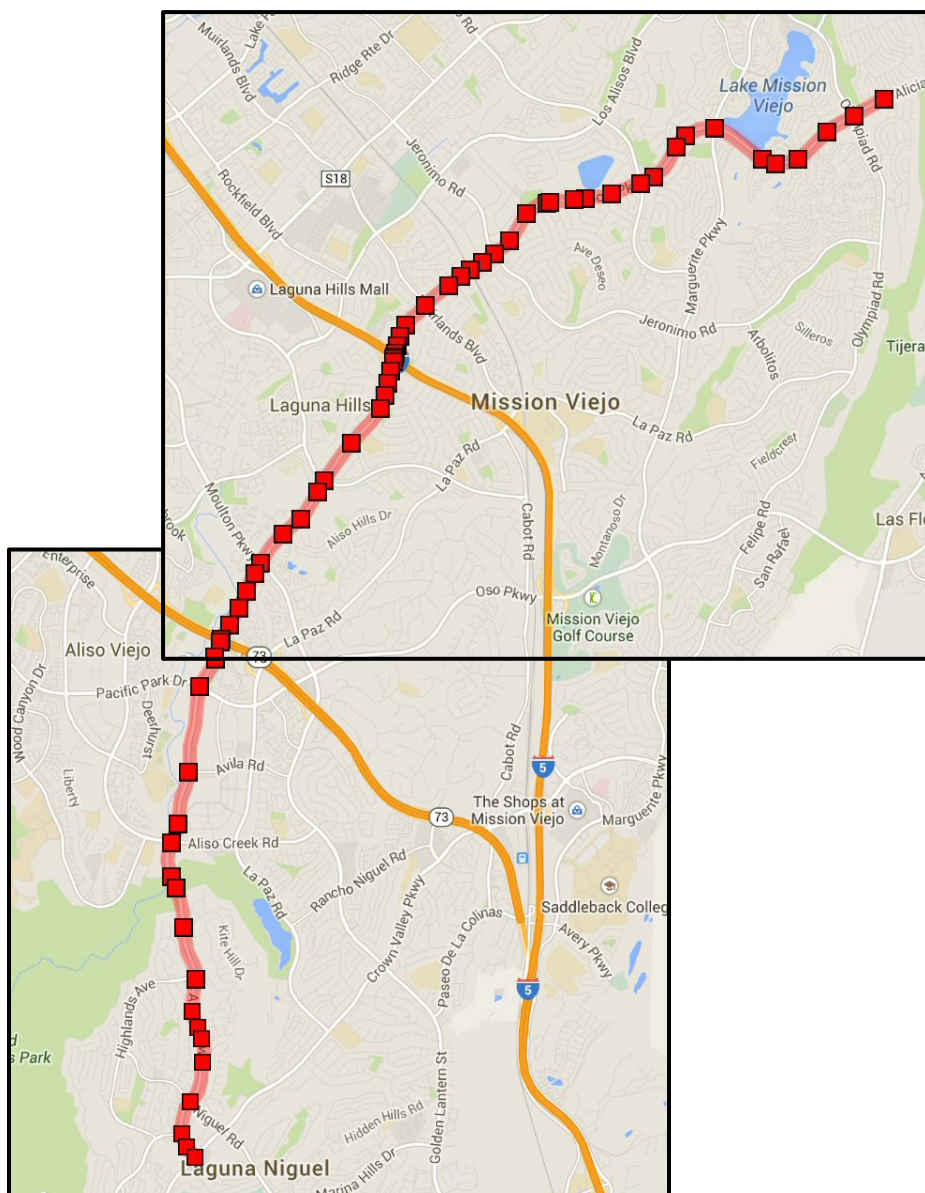
Project P Regional Traffic Signal Synchronization Program Application Checklist

[illegible]

Section 1: Key Technical Information

- a. The proposed project would synchronize the Alicia Parkway corridor. The limits for the project are from Crown Valley Parkway in the southwest (Laguna Niguel) to Rustic Oak in the northeast (Mission Viejo). Figure 1 below shows a map of the project.

Figure 1: Signalized intersections and proposed project limits



- b. Designation of the corridor to synchronize:

- ☒ Priority Corridor ☐ Signal Synchronization Network Corridor
☐ Master Plan of Arterial Highways Corridor

c. Project start date September 1, 2015 Project end date August 31, 2018

All agencies commit to operate signal synchronization **BEYOND** the three year grant period

for: ☒ 0 years ☐ 1 year ☐ 2 years ☐ 3 years ☐ Other _____

d. Signalized intersections that are part of the project: (see Table 1 below)

<u>Table 1</u>	
Project Traffic Signals for the Alicia Parkway Signal Synchronization Project	
1. Alicia Parkway at Crown Valley Parkway	21. Alicia Parkway at Wilkes Place
2. Alicia Parkway at Pacific Island Dr/Ivy Glenn Dr	22. Alicia Parkway at Costeau Street
3. Alicia Parkway at Niguel Road	23. Alicia Parkway at Hon Avenue/Paseo de Alicia
4. Alicia Parkway at Kite Hill Drive (South)	24. Alicia Parkway at I-5 Freeway (SB Ramp)
5. Alicia Parkway at Highlands Avenue	25. Alicia Parkway at I-5 Freeway (NB Ramp)
6. Alicia Parkway at Kite Hill Drive (North)	26. Alicia Parkway at Charlinda Drive
7. Alicia Parkway at Bike Crossing	27. Alicia Parkway at Muirlands Boulevard
8. Alicia Parkway at Aliso Creek Road	28. Alicia Parkway at Via Fabricante
9. Alicia Parkway at Fed. Loading Dock/Skate Park	29. Alicia Parkway at Jeronimo Road
10. Alicia Parkway at Avila Road	30. Alicia Parkway at Via Linda
11. Alicia Parkway at Marketplace Drive (South)	31. Alicia Parkway at Via Logrono/Coronel Drive
12. Alicia Parkway at Marketplace Drive (North)	32. Alicia Parkway at Trabuco Road
13. Alicia Parkway at Pacific Park Drive	33. Alicia Parkway at Via Burgos
14. Alicia Parkway at Morning Ridge	34. Alicia Parkway at Via Aurora
15. Alicia Parkway at Hollyoak	35. Alicia Parkway at Marguerite Parkway
16. Alicia Parkway at Ramona Street	36. Alicia Parkway at Cypress Point/Finisterra
17. Alicia Parkway at Moulton Parkway	37. Alicia Parkway at Calle Azorin
18. Alicia Parkway at Aliso Hills Road	38. Alicia Parkway at Olympiad Plaza
19. Alicia Parkway at Community Center Drive	39. Alicia Parkway at Olympiad Road
20. Alicia Parkway at Paseo de Valencia	40. Alicia Parkway at Rustic Oak

e. Traffic Forum members: Laguna Niguel
Aliso Viejo
Laguna Hills
Caltrans
Mission Viejo

Section 2: Lead Agency

- ☒ OCTA agency is requested to be the lead
- ☒ City of Laguna Hills will be the lead agency (*if OCTA does not lead*)
- ☐ County of Orange will be the lead agency

Section 3: Resolutions of Support

Please refer to resolutions and/or letters of support from the Traffic Forum members in Appendix A.

Section 4: Preliminary Plans for the Project

PRIMARY IMPLEMENTATION

a. Project Administration

It is requested for OCTA to lead this project. If OCTA does not lead, the City of Laguna Hills will lead the project using contracted consultant staff to optimize signal synchronization timing along the Alicia Parkway corridor. The lead agency will work cooperatively with all other agencies involved in the project to improve traffic flow. The local agencies shall perform normal day-to-day project administration duties. Project budget shall include time and funding for agency outreach and cooperative agreement development and execution and collection of matching funds required of and by participating agencies. The contracted consultant staff shall be responsible for all aspects of the project with the lead agency's internal staff.

b. Developing and implementing optimized signal synchronization timing

Synchronization will be inter-jurisdictional in nature. All existing traffic patterns, flows, and conditions will be taken into account. Synchronized timing will be developed for the AM, PM, Mid-day and Weekend peaks. Special Generators such as schools and businesses along with cross street traffic will be considered as part of the project. Timing plans will be developed that assist traffic in getting to its destination without regard to physical or political boundaries.

c. Producing a Before and After Study for the project

The project team will develop a before and after study for the project using the OCTA Final Report Template. This report will be completed after the Primary Implementation is completed and will include the following:

- Introduction/project description: a summary of the project including the purpose, background, and objectives of the project.
- Data collection: a summary of the data collected as part of the effort including the traffic counts, phasing, lane configurations, etc.
- Traffic signal systems improvements: a summary of the implemented traffic signal systems improvements by city.
- Signal timing optimization: a summary of the development and implementation of updated signal timing including the models, selected cycle lengths, intersection groupings, etc.
- Results: the study will contain directional morning and evening peak period travel times, average speeds, green lights to red lights, stops per mile, and the derived corridor system performance index (CSPI) metric. This information shall be collected both before any signal timing changes have been made. Additional details based on the Final Report Template will also be included.
- Benefits to cost analysis: project benefits resulting from signal synchronization will be evaluated based on the before and after study results. Savings will be calculated for travel time, fuel consumptions, vehicle maintenance, and a final benefit-cost ratio.
- Future signal corridor improvements: recommendations for system and equipment enhancements to improve traffic flow and signal synchronization will be provided.
- Conclusion: a summary of the before and after study and its findings.

d. Engineering design of signal improvements for the project

The lead agency will use qualified traffic engineering consultants' assistance to complete the applicable engineering design for the installation of CCTV cameras, countdown pedestrian heads, loop detection, UPS, new controllers, controller cabinet replacement, new service cabinet, detector racks, and design of communications equipment and new signal interconnect, including pullboxes, splice cabinets, copper/fiber Actelis switches, fiber distribution units, and Centracs communications servers.

e. System integration

All other agencies will use a qualified traffic engineering consultant for system integration to ensure all upgraded controllers and communications equipment are configured properly.

f. Proposed signal improvements

Laguna Niguel

The project will include the installation of a vault and fiber optic cable into City Hall; new Centrac's licensing; installation of UPS at 3 locations; installation of new Econolite ATC controllers; integration of the updated controllers into the new Centrac's traffic signal management system; new fiber-optic signal interconnect cable, Actelis switches, and fiber distribution units.

Aliso Viejo

The project will include new Centrac's licensing; installation of new Econolite ATC controllers; integration of the updated controllers into the existing Centrac's traffic signal management system; new twisted-pair conduit/cable, new twisted-pair and fiber-optic signal interconnect cable, Actelis switches, and fiber distribution units. Communications gap closure on Pacific Park between Aliso Niguel and Mareblu.

Laguna Hills

The project will include new twisted-pair signal interconnect cable and Actelis switches, installing Autoscope bike detection program, countdown pedestrian heads, and installing new Centrac's communications server.

Mission Viejo

The project will include installation of CCTV cameras, countdown pedestrian heads at most intersections, removal of existing video system equipment at one intersection/replacement with new loop detection, installation of UPS, one new controller cabinet replacement and new service cabinet, installation of new fiber optic signal interconnect, including pullboxes, conduit, and splice cabinets.

Caltrans

The project will include review and evaluation of new timing only at the I-5 Freeway intersections included as part of the adjacent cities' work per existing contract agreement with Caltrans.

g. Contingencies

The lead agency will assume a 10% contingency for the proposed signal improvements.

h. Construction management

The lead agency will assume 15% for construction management for the proposed signal improvements.

ONGOING MAINTENANCE AND OPERATION

The ongoing maintenance and operation period will start after the new signal timing is implemented and last for a period of two years. It will consist of: (1) monitoring and improving optimized signal timing; and (2) communications and detection support. Descriptions of both are provided below:

a. Monitoring and improving optimized signal timing

The corridor will be driven monthly from end-to-end in order to monitor and regularly improve the signal synchronization timing and parameters. Improvements and corrections will be implemented as necessary. These reviews will begin upon the completion of the primary implementation and will continue until the end of the three-year grant period.

b. Communications and detection support timing

Regularly-scheduled communication and detection support will be provided along the synchronized corridor in Figure 1 and the intersections identified in Table 1 to ensure the necessary conditions for signal synchronization. The primary focus will be on the monitoring and reporting of communications and detection issues. As issues are identified, they will be reported to the local agencies and potential repairs will be identified with local agencies' consultation. These reviews will begin upon the completion of the primary implementation and will continue until the end of the three-year grant period. This support can implemented using a variety of tools including monthly drives along the corridor, analysis of central system report output, and discussion with the local agency staff.

c. Final report

The project team will develop a final report for the project. This report will be completed after the three-year grant period. In addition to the CTFP Guideline requirements, the final report will include the before-and-after report and an update of the results from the ongoing maintenance and operations phase (i.e., general findings from the monthly drives, timing updates, detection support, etc.).

Section 5: Total Proposed Project Cost by Task

PRIMARY IMPLEMENTATION

The Primary Implementation will last for one year, and include the elements listed in Table 2 below:

Table 2.

Table 2. Estimated Cost of Proposed Signal Improvements for Alicia Parkway by Agency							Total	Local Match	
								Cash	In-Kind
a.	Project Administration						\$80,000.00	\$14,000.00	\$2,000.00
b.	Developing and Implementing Optimized Signal Synchronization Timing						\$200,000.00	\$32,000.00	\$8,000.00
c.	Produce a Before/After Study for the project						\$18,000.00	\$3,600.00	\$0.00
Total 1 - Project Admin, Developing/Implementing Timing, Final Report							\$298,000.00	\$49,600.00	\$10,000.00
d. Proposed Signal System Improvements									
Item No.	Agency	Alicia Pkwy @	Item Description	Unit	Qty	Unit Price	Signal System Construction	Local Match	
							Extended Cost	Cash (20%)	In-Kind
1	Mission Viejo	Rustic Oak	Furnish and Install BBS Unit	EA	1	\$9,000.00	\$9,000.00	\$2,200.00	\$0.00
2			Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00		
3		Olympiad	Furnish and install CCTV camera and cabling	EA	1	\$8,500.00	\$8,500.00	\$6,700.00	\$0.00
4			Furnish and Install BBS Unit in external cabinet (8 battery)	EA	1	\$9,000.00	\$9,000.00		
5			Furnish and Install external BBS cabinet on new foundation	EA	1	\$12,000.00	\$12,000.00		

6			Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00		
7		Olympiad Plaza	Furnish and install new splice pedestal cabinet for Fiber & Copper	EA	1	\$3,000.00	\$3,000.00	\$1,000.00	\$0.00
8			Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00		
9		Calle Azorin	Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00	\$800.00	\$0.00
10		Cypress Point	Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00	\$800.00	\$0.00
11		Marguerite Pkwy	Furnish and install new signal cabinet on existing foundation	EA	1	\$30,000.00	\$30,000.00	\$50,300.00	\$0.00
12			Furnish and install new Type III electrical service	EA	1	\$3,500.00	\$3,500.00		
13			Furnish and install splice cabinet and closure	LS	2	\$8,000.00	\$8,000.00		
14			Furnish and install FO cable in existing conduit	LS	2000'	\$10,000.00	\$10,000.00		
15			Furnish and install new FO cable in new conduit	LS	5000'	\$200,000.00	\$200,000.00		
16		Via Aurora	Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00	\$800.00	\$0.00
17		Via Burgos	Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00	\$400.00	\$0.00
18		Trabuco Road	Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00	\$24,800.00	\$0.00
19			Furnish and install splice cabinet and closure	EA	2	\$8,000.00	\$8,000.00		
20			Furnish and install new FO cable in new conduit	LS	2800'	\$112,000.00	\$112,000.00		
21		Coronel	Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00	\$800.00	\$0.00
22		Via Linda	Furnish and install countdown	LS	8	\$4,000.00	\$4,000.00	\$800.00	\$0.00

			pedestrian modules						
23			Furnish and Install BBS Unit in external cabinet	EA	1	\$9,000.00	\$9,000.00		
24			Furnish and Install external BBS cabinet on new foundation	EA	1	\$12,000.00	\$12,000.00		
25			Remove and salvage existing video detection system	LS	1	\$2,500.00	\$2,500.00		
26		Jeronimo Road	Furnish and install loop detection system with DLC complete	LS	1	\$32,000.00	\$32,000.00	\$14,000.00	\$0.00
27			Furnish and install two detector racks with detectors in existing cabinet	LS	1	\$10,500.00	\$10,500.00		
28			Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00		
29		Via Fabricante	Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00	\$400.00	\$0.00
30		Muirlands Blvd	Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00	\$800.00	\$0.00
31		Charlinda	Furnish and install CCTV camera and cabling	EA	1	\$8,500.00	\$8,500.00	\$1,700.00	\$0.00
			Mission Viejo Construction Sub-Total				\$531,500.00	\$106,300.00	\$0.00
32		I-5 N/B Off Ramp				\$0.00	\$0.00	\$0.00	\$0.00
33		I-5 S/B Off Ramp				\$0.00	\$0.00	\$0.00	\$0.00
			Caltrans Construction Sub-Total				\$0.00	\$0.00	\$0.00
34		Hon	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$1,200.00	\$0.00
35			Furnish and install countdown pedestrian modules	LS	6	\$3,000.00	\$3,000.00		
36		Costeau	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$1,400.00	\$0.00
37			Furnish and install countdown	LS	8	\$4,000.00	\$4,000.00		

			pedestrian modules						
38		Wilkes	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$1,400.00	\$0.00
39			Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00		
40		Paseo de Valencia	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$3,400.00	\$0.00
41			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
42			Furnish and install accesssible pedestrian detectors	EA	8	\$9,500.00	\$9,500.00		
43			Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00		
44		Community Center Dr	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$1,500.00	\$0.00
45			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
46			Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00		
47		Aliso Hills	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$1,500.00	\$0.00
48			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
49			Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00		
50		Moulton Pkwy	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$2,600.00	\$0.00
51			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
52			Furnish and install TWP cable in existing conduit	LS	1600	\$3,500.00	\$3,500.00		
53			Furnish and install countdown pedestrian modules	LS	8	\$4,000.00	\$4,000.00		
54		Ramona	Furnish and install Autocope bike detection program	EA	1	\$3,000.00	\$3,000.00	\$1,500.00	\$0.00
55			Furnish and install Actelis	EA	1	\$2,500.00	\$2,500.00		

			ML688						
56			Furnish and install countdown pedestrian modules	LS	4	\$2,000.00	\$2,000.00		
57		TMC	Furnish, install and integrate Centracs communications server	EA	1	\$15,000.00	\$15,000.00	\$3,000.00	\$0.00
		Laguna Hills Construction Sub-Total					\$87,500.00	\$17,500.00	\$0.00
58	Aliso Viejo	Holly Oak	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
59			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
60			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
61		Morning Ridge	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
62			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
63			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
64		Pacific Park	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$3,650.00	\$0.00
65			Furnish and install Actelis ML688 Copper Switch	EA	1	\$2,500.00	\$2,500.00		
66			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
67			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
68			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
69			Furnish and install FO cable in existing conduit	LS	2000	\$8,000.00	\$8,000.00		
70		Pacific Park@							
71	Aliso Viejo	Heather Ridge	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$550.00	\$0.00
72			Furnish and install Actelis	EA	1	\$2,500.00	\$2,500.00		

			ML688							
73		La Paz	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,050.00	\$0.00	
74			Furnish and install Actelis ML688	EA	2	\$5,000.00	\$5,000.00			
75		Aliso Niguel	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$11,150.00	\$0.00	
76			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00			
77			Furnish and install TWP cable in new conduit to Mareblu	LS	1500	\$53,000.00	\$53,000.00			
78		TMC	Centracs Licensing	EA	1	\$25,000.00	\$25,000.00	\$5,000.00	\$0.00	
		Aliso Viejo Construction Sub-Total						\$121,500.00	\$24,300.00	\$0.00
79		Laguna Niguel	La Paz@							
80	Plaza/Ave Breve		Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00	
81			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00			
82			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00			
83	Market Place North		Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$3,010.00	\$0.00	
84			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00			
85			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00			
86			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00			
87			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00			
88			Furnish and install FO cable in existing conduit	LS	700	\$2,800.00	\$2,800.00			
89	Market Place South		Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$3,410.00	\$0.00	

90		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
91		Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
92		Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
93		Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
94		Furnish and install FO cable in existing conduit	LS	1200	\$4,800.00	\$4,800.00		
95	Avila	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$3,410.00	\$0.00
96		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
97		Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
98		Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
99		Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
100		Furnish and install FO cable in existing conduit	LS	1200	\$4,800.00	\$4,800.00		
101	Avila@							
102	Heather Ridge	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
103		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
104		Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
105	La Paz	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
106		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
107		Furnish and install Actelis	EA	1	\$2,500.00	\$2,500.00		

			ML688						
108	Laguna Niguel	Federal Bldg (Ziggurat)	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$4,050.00	\$0.00
109			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
110			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
111			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
112			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
113			Furnish and install FO cable in existing conduit	LS	2000	\$8,000.00	\$8,000.00		
114		Aliso Creek Road	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$7,790.00	\$0.00
115			Furnish and Install BBS Unit (8 battery) in External Cabinet	EA	1	\$15,000.00	\$15,000.00		
116			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
117			Furnish and install Actelis ML688 Copper Switch	EA	1	\$2,500.00	\$2,500.00		
118			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
119			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
120			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
121			Furnish and install FO cable in existing conduit	LS	2300	\$9,200.00	\$9,200.00		
122		Aliso Creek Rd@							
123		Dorine	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
124			Furnish and install new ATC	EA	1	\$4,500.00	\$4,500.00		

			controller						
125			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
126		La Paz	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
127			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
128			Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
129		Horse Trail Crossing	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$3,650.00	\$0.00
130			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
131			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
132			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
133			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
134			Furnish and install FO cable in existing conduit	LS	1500	\$6,000.00	\$6,000.00		
135		Kite Hill North	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$21,350.00	\$0.00
136			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
137			Furnish and install Actelis ML688 Copper Switch	EA	1	\$2,500.00	\$2,500.00		
138			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
139			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
140			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
141			Furnish and install FO cable in	LS	2300	\$92,000.00	\$92,000.00		

			new conduit						
142	Laguna Niguel	Highlands	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$23,250.00	\$0.00
143			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
144			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
145			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
146			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
147			Furnish and install FO cable in new conduit	LS	2600	\$104,000.00	\$104,000.00		
148		Kite Hill South	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$25,650.00	\$0.00
149			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
150			Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
151			Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
152			Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
153			Furnish and install FO cable in new conduit	LS	2900	\$116,000.00	\$116,000.00		
154		Niguel Road	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$17,950.00	\$0.00
155			Furnish and Install BBS Unit (8 battery) in External Cabinet	EA	1	\$15,000.00	\$15,000.00		
156			Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
157			Furnish and install Actelis ML688 Copper Switch	EA	1	\$2,500.00	\$2,500.00		
158			Furnish and install Actelis	EA	1	\$2,500.00	\$2,500.00		

		ML530 Fiber Switch						
159		Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
160		Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
161		Furnish and install FO cable in new conduit	LS	1500	\$60,000.00	\$60,000.00		
162		Niguel Rd@						
163	Ivy Glenn	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
164		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
165		Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
166	Pacific Island/Ivy Glenn	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$12,550.00	\$0.00
167		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
168		Furnish and install Actelis ML688 Copper Switch	EA	1	\$2,500.00	\$2,500.00		
169		Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
170		Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
171		Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
172		Furnish and install FO cable in new conduit	LS	1200	\$48,000.00	\$48,000.00		
173		Pacific Island@						
174	Highlands	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
175		Furnish and install new ATC	EA	1	\$4,500.00	\$4,500.00		

		controller						
176		Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
177	Crown Valley Pkwy	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$5,950.00	\$0.00
178		Furnish and Install BBS Unit (8 battery) in External Cabinet	EA	1	\$15,000.00	\$15,000.00		
179		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
180		Furnish and install Actelis ML688 Copper Switch	EA	1	\$2,500.00	\$2,500.00		
181		Furnish and install Actelis ML530 Fiber Switch	EA	1	\$2,500.00	\$2,500.00		
182		Furnish and install 6E pullbox and splice closure	LS	1	\$2,000.00	\$2,000.00		
183		Furnish and install Fiber Distribution Unit	LS	1	\$3,000.00	\$3,000.00		
184	Crown Valley@							
185	Niguel	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
186		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
187		Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
188	Hillhurst	Furnish and install Central System Graphics	EA	1	\$250.00	\$250.00	\$1,450.00	\$0.00
189		Furnish and install new ATC controller	EA	1	\$4,500.00	\$4,500.00		
190		Furnish and install Actelis ML688	EA	1	\$2,500.00	\$2,500.00		
191	TMC	Centracs Licensing	EA	1	\$25,000.00	\$25,000.00	\$10,000.00	\$0.00
192		Furnish and install Vault and FO cable into City Hall	EA	1	\$25,000.00	\$25,000.00		

		Laguna Niguel Construction Sub-Total			\$775,350.00	\$155,070.00	\$0.00
e.	System Integration (10%)				\$152,000.00	\$30,400.00	\$0.00
f.	Construction Engineering/Design (10%)				\$152,000.00	\$30,400.00	\$0.00
g.	Construction Management (5%)				\$76,000.00	\$5,200.00	\$10,000.00
Total 2 - Signal System Improvements, System Integration, Construction Management, and Construction Engineering					\$1,896,000.00	\$418,800.00	\$20,000.00
Total 1 + 2					\$2,193,000.00	\$438,800.00	

ONGOING MAINTENANCE AND OPERATION

The costs for Ongoing Maintenance and Operation are broken down as follows:

a. Monitoring and improving optimized signal timing

Estimated Cost: \$57,600 (see Table 3 below)

b. Communications and detection support

Estimated Cost: \$18,400 (see Table 3 below)

c. Final Report

Estimated Cost: \$40,000 (see Table 3 below)

Table 3. Estimated Cost of Proposed Ongoing Maintenance and Operation for Alicia Parkway						
Description of Work	Description	Unit Price	Unit Measure	Cost	Match*	
					Cash	In-Kind
Monitoring and improving optimized signal timing	Drive monthly and improve timing parameters along 40 signals for 24 months after signal timing is implemented	\$60 per signal per month	40 signals for 24 months	\$57,600	\$9,020	\$2,500
Communications and detection support	Regularly monitor, maintain, and provide reports on communication and detection issues along 40 signals for 24 months after signal timing is implemented	\$19.17 per signal per month	40 signals for 24 months	\$18,400	\$1,180	\$2,500
Project final report	Project team will develop a final report for the project. This report will be completed after the three year grant period.	\$40,000	LS	\$40,000	\$8,000	\$0
Proposed Ongoing Maintenance and Operation				\$116,000	\$18,200	\$5,000

Total Project Cost Including Primary Implementation and Ongoing Maintenance and Operation for Three Year Grant Period

Total Estimated Cost: \$2,309,000 (Table 2 + Table 3 = \$2,193,000+\$116,000)

Comments (if any): _____

Section 6: Project Schedule by Task for the 3-Year Grant Period

Project start date: September 1, 2015

Project end date: August 31, 2018

PRIMARY IMPLEMENTATION

Task	Starting Date	Ending Date
a. Project Administration	September 1, 2015	August 31, 2016
b. Developing and implementing optimized signal synchronization timing	September 1, 2015	August 31, 2016
c. Producing a before and after study	October 1, 2015	June 30, 2016
d. Engineering design of Signal Systems Improvement	September 1, 2015	December 31, 2015
e. System integration	January 1, 2016	April 30, 2016
f. Proposed Signal System Improvements, Construction Support/Inspection, and Contingency Costs	September 1, 2015	August 31, 2016
g. Contingency	September 1, 2015	August 31, 2016
h. Construction management	January 1, 2016	August 31, 2016

ONGOING MAINTENANCE AND OPERATION

Task	Starting Date	Ending Date
a. Monitoring and improving optimized signal timing	September 1, 2016	August 31, 2018
b. Communications and detection support	September 1, 2016	August 31, 2018
c. Producing a Final Report	June 1, 2016	August 31, 2018

Section 7: Matching Funds

Table 2 (Implementation): M2 Funds Requested	\$1,754,400
Phase Match Amount	\$438,600
<i>In-kind match amount</i>	\$20,000
<i>Cash match amount</i>	\$418,600
Total Phase Cost	\$2,193,000

Table 3 (Ongoing Activities): M2 Funds Requested	\$92,800
Phase Match Amount	\$23,200
<i>In-kind match amount</i>	\$5,000
<i>Cash match amount</i>	\$18,200
Total Phase Cost	\$116,000

Project Total: M2 Funds Requested	\$1,846,800
Total Match Amount (min 20%)	\$461,800
<i>In-kind match amount (max 20%)</i>	\$25,000
<i>Cash match amount</i>	\$437,000
Total Project Cost	\$2,309,000

Total Match Ratio (to total project cost)	\$461,800/\$2,309,000 = 20%
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DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH	IN-KIND	TOTAL MATCH
City of Laguna Niguel	\$220,809.50	\$0	\$220,809.50
City of Aliso Viejo	\$37,292.50	\$0	\$37,292.50
City of Laguna Hills	\$39,737.50	\$0	\$39,737.50
Caltrans	\$0	\$0	\$0
City of Mission Viejo	\$139,218.50	\$25,000	\$164,218.50
TOTAL	\$437,058	\$25,000	\$462,000

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

Agency	Funding Source	Amount of Cash Contribution
City of Laguna Niguel	General Fund	\$220,809.50
City of Aliso Viejo	General Fund	\$37,292.50
City of Laguna Hills	General Fund	\$39,737.50
Caltrans	General Fund	\$0
City of Mission Viejo	General Fund	\$139,218.50
TOTAL CASH MATCH:		\$437,058

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
			\$0
TOTAL			\$0

ii. Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Mission Viejo	Transportation Analyst	Project Administration & Signal Timing	45	\$94	\$4,230
City of Mission Viejo	Traffic Engineer	Project Administration & Signal Timing	35	\$145	\$5,075
City of Mission Viejo	PW Inspector	Project Inspection	29	\$124	\$3,596
City of Mission Viejo	Traffic Signal Systems Specialist	Signal Timing Implementation & Operations	50	\$115	\$5,750
City of Mission Viejo	IT Manager	Fiber Design Review & System Integration	20	\$145	\$2,900
City of Mission Viejo	IT Specialist	Fiber Design Review & System Integration	30	\$115	\$3,450
Total for City of Mission Viejo:					\$25,000
TOTAL IN-KIND MATCH:					\$25,000

Section 8: Environmental clearances and other permits

Environmental clearance documentation and/or other permits as required will be obtained for this project. A categorical exemption will be obtained for this project upon project award.

Section 9: Calculations used to Develop Selection Criteria Inputs

Vehicle Miles Traveled (VMT):

Alicia Parkway Segment	Current Average Daily Traffic	Distance (mi)	VMT = ADT*D
Crown Valley Pkwy to Pacific Island/Ivy Glenn	21,500	0.20	4,300
Pacific Island/Ivy Glenn to Niguel Rd	19,300	0.25	4,825
Niguel Rd to Kite Hill Dr (S)	32,700	0.46	15,042
Kite Hill Dr to Highlands Ave	32,700	0.43	14,061
Highlands Ave to Kite Hill Dr (N)	35,200	0.36	12,672
Kite Hill Dr (N) to Bike Crossing	35,200	0.25	8,800
Bike Crossing to Aliso Creek Rd	35,200	0.37	13,024
Aliso Creek Rd to Fed. Loading Dock/Skate Park	29,000	0.32	9,280
Fed. Loading Dock/Skate Park to Avila Rd	29,000	0.20	5,800
Avila Rd to Marketplace Dr (S)	20,300	0.18	3,654
Marketplace (S) to Marketplace Dr (N)	20,300	0.11	2,233
Marketplace (N) to Pacific Park Dr	20,300	0.31	6,293
Pacific Park Dr to Morning Ridge	35,000	0.22	7,700
Morning Ridge to Hollyoak	35,000	0.26	9,100
Hollyoak to Ramona St	34,000	0.27	9,180
Ramona St to Moulton Pkwy	34,000	0.22	7,480
Moulton Pkwy to Aliso Hills Rd	40,200	0.26	10,452
Aliso Hills Rd to Community Center Dr	43,300	0.39	16,887
Community Center Dr to Paseo de Valencia	43,300	0.10	4,330
Paseo de Valencia to Wilkes Pl	45,200	0.33	14,916
Wilkes Pl to Costeau St	47,600	0.33	15,708
Costeau St to Hon Ave/Paseo de Alicia	46,400	0.18	8,352
Hon Ave/Paseo de Alicia to I-5 Fwy (SB)	54,300	0.09	4,887
I-5 Fwy (SB) to I-5 Fwy (NB)	60,600	0.18	10,908
I-5 Fwy (NB) to Charlinda Dr	60,600	0.16	9,696
Charlinda Dr to Muirlands Blvd	60,600	0.21	12,726
Muirlands Blvd to Via Fabricante	56,100	0.50	28,050
Via Fabricante to Jeronimo Rd	56,100	0.11	6,171
Jeronimo Rd to Via Linda	43,200	0.37	15,984
Via Linda to Via Logrono/Coronel Dr	43,200	0.17	7,344

Alicia Parkway Segment	Current Average Daily Traffic	Distance (mi)	VMT = ADT*D
Via Logrona/Coronel Dr to Trabuco Rd	32,700	0.68	22,236
Trabuco Rd to Via Burgos	35,700	0.10	3,570
Via Burgos to Via Aurora	35,700	0.27	9,639
Via Aurora to Marguerite Pkwy	35,700	0.33	11,781
Marguerite Pkwy to Cypress Pt/Finisterra	29,300	0.41	12,013
Cypress Pt/Finisterra to Calle Azorin	29,300	0.26	7,618
Calle Azorin to Olympiad Plaza	29,300	0.40	11,720
Olympiad Plaza to Olympiad Rd	29,300	0.12	3,516
Olympiad Rd to Rustic Oak	28,400	0.24	6,816
Total Project VMT			388,764

Sources of current average daily traffic data:

City of Aliso Viejo	2011 Traffic Flow Map provided by City.
City of Laguna Hills	2013 Traffic Flow Map provided by City.
City of Laguna Niguel	2009 Traffic Flow Map provided by City.
City of Mission Viejo	2014 Traffic Flow Map provided by City.

Calculations and Estimated Points	
Criteria	Estimated Points
1. Vehicle Miles Traveled (VMT) (20 points) <u>VMT = 388,764 (See above Table)</u>	20
2. Cost Benefit Ratio: (15 points) <u>Calculation for Total Project Cost / VMT = \$2,309,000 / 388,764 = 5.93</u>	13
3. Project Characteristics: (10 points) <u>New or Upgraded Communications Systems; New or Upgraded Detection; Intersection /field System Modernization; TMC/TOC and motorist information</u>	8
4. Transportation Significance: (10 points) <u>Priority Corridor</u>	10
5. Maintenance of Effort: (5 points) <u>0 years beyond 3 year grant period</u>	0
6. Project Scale: (10 points) a. <u>Number of signals = 40</u> b. <u>Number of signals being synchronized/ Total number of corridor signals = 40/41 = 97.6%</u>	9
7. Number of Jurisdictions: (20 points) <u>5 jurisdictions</u>	20
8. Current Project Readiness (5 points) Project start date: <u>September 1, 2015</u>	5
9. Funding Match: (5 points) <u>\$461,800 / \$2,309,000 = 20%</u>	0
Total Points	85

Section 10: Include any additional information or documentation deemed relevant by the applicant

Project Summary

☒ All guidelines were met for this project.

☐ Not all qualifications were met, provide an explanation below of why the guidelines were not met for this project.

Appendix A

Traffic Forum Member Resolutions of Support



CITY OF LAGUNA HILLS

October 23, 2014

Orange County Transportation Authority
550 S. Main Street
Orange, CA 92863-1584

SUBJECT: PROJECT P APPLICATION FOR ALICIA PARKWAY

Dear Sirs,

The City of Laguna Hills hereby submits the Project P application for Alicia Parkway as the lead agency for project and on behalf of the participating agencies. The City of Laguna Hills will provide its share of the matching funds in the estimated amount of \$39,025. We will provide a City Council Resolution in support of the project following the November 25, 2014, City Council meeting.

Sincerely,

Kenneth H. Rosenfield, P.E.
Director of Public Services

RESOLUTION 14-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO APPROVING THE SUBMITTAL OF THE ALICIA PARKWAY CORRIDOR AND OLYMPIAD ROAD/FELIPE ROAD CORRIDOR IMPROVEMENT PROJECTS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRANSPORTATION SIGNAL SYNCHRONIZATION PROGRAM (PROJECT P)

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

WHEREAS, the City of Mission Viejo has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2; and

WHEREAS, the City of Mission Viejo has a currently adopted Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

WHEREAS, the City of Mission Viejo will provide fair-share matching funds or in-kind match services for each project as required by the Orange County Comprehensive Transportation Funding Programs procedures manual; and

WHEREAS, the City of Mission Viejo will not use Measure M funds to supplant developer fees or other commitments; and

WHEREAS, the City of Mission Viejo desires to implement multi-jurisdictional signal synchronization as listed below;

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

SECTION 1. The City Council of the City of Mission Viejo hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said city from the Regional Transportation Signal Synchronization Program to implement regional signal synchronization along the following streets:

1. Alicia Parkway Corridor.
2. Olympiad Road/Felipe Road Corridor.

SECTION 2. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of October, 2014.

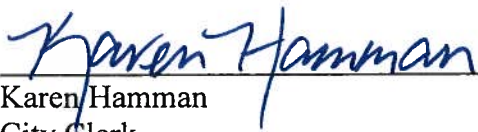


Trish Kelley
Mayor

I, Karen Hamman, 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 6th day of October, 2014, by the following vote of the Council:

AYES:	Kelley, Leckness, Reardon, and Schlicht
NOES:	None
ABSENT:	Ury

ATTEST:



Karen Hamman
City Clerk

I hereby certify, under penalty of perjury, that the above and foregoing is a true and correct copy of:

Resolution 14-45
as adopted by the City Council of the City of Mission Viejo, California, on the 6th day of October, 2014.

CITY CLERK

By:





CITY of LAGUNA NIGUEL

Public Works/Engineering

30111 Crown Valley Parkway • Laguna Niguel, California 92677

Phone/949•362•4337 Fax/949•362•4385

CITY COUNCIL

Laurie Davies

Linda Lindholm

Jerry McCloskey

Robert Ming

Jerry Slusiewicz

October 24, 2014

Ken Rosenfield
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Letter of Intent – 2014 Project P Application

Dear Mr. Rosenfield:

This letter documents that the City of Laguna Niguel is in support of the City of Laguna Hills' application as the lead agency in applying for Project P of the Renewed Measure M Regional Traffic Signal Synchronization Program for Alicia Parkway.

The City of Laguna Niguel is committed to providing up to \$220,100 matching funds and will be seeking City Council adoption of a resolution in support of implementing and funding this project on December 16, 2014. We will forward the adopted resolution as soon as it is available.

If you have any questions or require additional information, please contact me at (949) 362-4377 or at drogers@cityoflagunaniguel.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Rogers", with a long horizontal flourish extending to the right.

David Rogers
Director of Public Works



"EXPERIENCE IT ALL"

ALISO
VIEJO

MAYOR

PHILLIP B. TSUNODA

MAYOR PRO TEM

WILLIAM A. PHILLIPS

COUNCIL MEMBERS

CARMEN CAVE, PH D.

ROSS CHUN

MIKE MUNZING

CITY MANAGER

DAVID A. DOYLE

CITY ATTORNEY

SCOTT C. SMITH

CITY CLERK

SUSAN A. RAMOS

CITY OF ALISO VIEJO

INCORPORATED JULY 1, 2001

12 JOURNEY • SUITE 100

ALISO VIEJO

CALIFORNIA 92656-5335

WWW.CITYOFALISOVIEJO.COM

PHONE

949.425.2500

FAX

949.425.3899

October 23, 2014

Ken Rosenfield
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Re: Letter of Intent – 2014 Project P Application
Alicia Parkway Corridor

Dear Mr. Rosenfield:

This letter documents the City of Aliso Viejo's support of the City of Laguna Hill's application as the lead agency in applying for Project P of the Renewed Measure M Regional Traffic Signal Synchronization Program for the Alicia Parkway Corridor.

The City of Aliso Viejo is committed to providing up to \$37,293 of matching funds and will be seeking City Council adoption of a resolution in support of implementing and funding this project on November 19, 2014. We will forward the adopted resolution as soon as it is available.

Very Truly Yours



Shaun S. Pelletier, P.E.
City Engineer & Director of Public Works



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

ISSUE: CIVIC CENTER 1ST QUARTER FINANCIAL REPORT FOR FY 2014/2015

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

SUMMARY:

This Civic Center 1st Quarter Financial Report for FY 2014/2015 is intended to provide the City Council with an overview of the Civic Center leasing operation finances over the July 2014 through September 2014 period.

The abridged Balance Sheet and Income Statement summary for the Laguna Hills Civic Center leasing operation is shown below in Tables 1 & 2. As of September 30, 2014, the balance sheet shows equity of \$17,170,472.

**Table 1: Abridged Balance Sheet
As of September 30, 2014**

ASSETS	
Total Current Assets	\$ 205,009
Total Fixed Assets	\$ 17,024,994
TOTAL ASSETS	\$ 17,230,003
 LIABILITY & EQUITY	
Total Current Liabilities	\$ 59,531
Total Equity	\$ 17,170,472
TOTAL LIABILITIES & EQUITY	\$ 17,230,003

**Table 2: Income Statement Summary
For the 3 Months Ended September 30, 2014**

	Actuals	Budgeted	Variance
Total Income	\$ 125,800	\$ 125,834	\$ 34
Total Expenses	\$ 118,539	\$ 129,927	\$ 11,388
NET INCOME/(LOSS)	<u>\$ 7,261</u>	<u>\$ (4,093)</u>	

As shown in Table 2, Essex Realty, the management company for the property, reported a net income of \$7,261 for the three months of leasing activity from July 1 to September 30, 2014. After adding back contra rent revenue associated with the City's occupied spaces, the effective net income for the quarter is \$159,435.

A detailed Balance Sheet, Income Statement, and Check Register for the three months in the quarter have been provided as attachments to this report.

ATTACHMENTS:

- Balance Sheet as of September 30, 2014
- Income Statement for the Period Ending September 30, 2014
- Check Register for July, August, and September 2014

Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
Date: 10/6/2014
Time: 10:57 AM

Accrual

Report includes an open period. Entries are not final.

Sep 2014

ASSETS

CURRENT ASSETS

Cash - Operating	5,274.45
Cash - MMA	50,431.59

TOTAL CASH AND CASH EQUIVALENTS	55,706.04
--	------------------

Accounts Receivable	96,278.49
---------------------	-----------

NET ACCOUNTS RECEIVABLE	96,278.49
--------------------------------	------------------

Prepaid Insurance	53,024.42
-------------------	-----------

OTHER CURRENT ASSETS	53,024.42
-----------------------------	------------------

TOTAL CURRENT ASSETS	205,008.95
-----------------------------	-------------------

FIXED ASSETS

Land	2,854,051.00
Building	3,343,004.00
Capital Improvements	9,477,761.84
Tenant Improvements	1,131,351.37
Lease Commissions	215,842.57
Closing Costs	2,983.62

TOTAL FIXED ASSETS	17,024,994.40
---------------------------	----------------------

TOTAL ASSETS	17,230,003.35
---------------------	----------------------

LIABILITIES & EQUITY

CURRENT LIABILITY

Prepaid Rent & CAM	0.09
Accrued Expenses	21,325.00
Security Deposits	38,205.95

TOTAL CURRENT LIABILITY	59,531.04
--------------------------------	------------------

LONG TERM LIABILITY

TOTAL LONG TERM LIABILITIES	0.00
------------------------------------	-------------

EQUITY

Current Yr Earnings	7,260.85
Distribution	(700,000.00)
Capital	6,114,688.39
Paid by Owner	8,855,504.28
Funds from Owner	1,165,863.71
Retained Earnings	1,727,155.08

TOTAL EQUITY	17,170,472.31
---------------------	----------------------

Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Date: 10/6/2014
Time: 10:57 AM

Accrual

Report includes an open period. Entries are not final.

Sep 2014

TOTAL LIABILITIES & EQUITY

17,230,003.35

Database: ESSEXREALTY
ENTITY: 742

Income Statement
Income Statement
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Date: 10/6/2014
Time: 10:57 AM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	3 Months
Thru:	Sep 2014	Sep 2014
INCOME		
RENTAL INCOME		
Rent	87,550.51	260,866.23
Contra Revenue	(45,830.40)	(137,491.20)
CAM Revenue	5,696.78	17,086.80
Contra CAM	(4,894.37)	(14,683.11)
TOTAL RENTAL INCOME	42,522.52	125,778.72
RECOVERY INCOME		
TOTAL RECOVERY INCOME	0.00	0.00
OTHER INCOME		
Other Revenue	15.00	15.00
TOTAL OTHER INCOME	15.00	15.00
TOTAL INCOME	42,537.52	125,793.72

EXPENSES

DIRECT OPERATING EXPENSES

Security-Fire Alarms	68.00	615.10
Cleaning Contract-Janitor	2,304.62	7,871.04
Add'l Cleaning-DayPorter	2,980.00	7,671.60
Cleaning Supplies	1,188.70	2,300.50
Mgmt Fee-Agent	3,491.44	10,227.40
HVAC Contract Services	1,740.00	4,085.00
HVAC Repair/Maint	1,904.72	4,076.12
Elevator Contract Service	464.09	1,363.09
Fire, Life, Safety	170.16	170.16
Plumbing Repairs/Supplies	795.00	818.22
Electrical Repair/Maint	211.02	1,033.35
Doors & Locks	(275.00)	70.84
Floor & Carpet Rpr/Maint	275.00	275.00
Pest Control	75.00	225.00
Electricity-General	14,839.76	43,121.02
Gas	25.01	84.72
Water & Sewer	1,868.48	4,727.71
Property Telephone	207.26	589.34
Pkg Lot-Lighting	159.79	479.37
Pkg Lot-Sweeping	221.00	663.00
Landscaping Contract	2,400.00	7,200.00
Landscaping-Interior	362.00	1,086.06
Fountain Maintenance	287.83	743.35
Insurance	3,089.14	9,267.42
Insurance - Earthquake	2,271.74	6,815.06

Database: ESSEXREALTY
ENTITY: 742

Income Statement
Income Statement
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 2
Date: 10/6/2014
Time: 10:57 AM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	3 Months
Thru:	Sep 2014	Sep 2014
Real Estate Taxes	0.00	405.05
Other Miscellaneous	0.00	1.17
DSL Line	0.00	294.30
TOTAL DIRECT OPERATING EXPENSES	41,124.76	116,279.99
NET OPERATING INCOME	1,412.76	9,513.73
OTHER INCOME & EXPENSES		
Admin & Professional Exp.	50.00	150.00
Repairs & Maint- Indirect	805.86	2,109.16
Interest Income	(2.00)	(6.28)
TOTAL OTHER INCOME & EXPENSES	853.86	2,252.88
NET INCOME/(LOSS)	558.90	7,260.85

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
Date: 8/4/2014
Time: 09:43 AM

07/14 Through 07/14

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
103611	7/3/2014	07/14	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742MgmtFee	7/1/2014	7/1/2014	3,280.00	0.00	3,280.00
@	Mgmt Fee								
						<i>Check Total:</i>	<i>3,280.00</i>	<i>0.00</i>	<i>3,280.00</i>
103612	7/9/2014	07/14	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	0732218-IN	6/19/2014	6/19/2014	2,072.14	0.00	2,072.14
@	06/14 Janitorial Svc								
						<i>Check Total:</i>	<i>2,072.14</i>	<i>0.00</i>	<i>2,072.14</i>
103613	7/9/2014	07/14	ABLEEN	CROWN ENGINEERING SERVICES, INC.					
742		5495-0000	Onsite Maint Personnel	742-0381425	2/28/2014	2/28/2014	1,279.90	0.00	1,279.90
@	02/14 Engineering								
742		5495-0000	Onsite Maint Personnel	742-0400977	4/30/2014	4/30/2014	1,435.21	0.00	1,435.21
@	04/14 Engineering								
742		5495-0000	Onsite Maint Personnel	742-0407815	5/31/2014	5/31/2014	801.21	0.00	801.21
@	05/14 Engineering								
						<i>Check Total:</i>	<i>3,516.32</i>	<i>0.00</i>	<i>3,516.32</i>
103614	7/9/2014	07/14	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	742*2449540	6/11/2014	6/11/2014	606.34	0.00	606.34
@	05/13-06/11 2449540	Meter #08956098							
742		5502-0000	Water & Sewer	742*2449542	6/11/2014	6/11/2014	56.00	0.00	56.00
@	05/13-06/11 2449542	Meter #00036069							
742		5502-0000	Water & Sewer	742*2449548	6/11/2014	6/11/2014	573.31	0.00	573.31
@	05/13-06/11 2449548	Meter #08188857							
						<i>Check Total:</i>	<i>1,235.65</i>	<i>0.00</i>	<i>1,235.65</i>
103615	7/9/2014	07/14	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-0614R	7/3/2014	7/3/2014	14.05	0.00	14.05
@	06/14 Mgmt Fee Recon								
						<i>Check Total:</i>	<i>14.05</i>	<i>0.00</i>	<i>14.05</i>
103616	7/9/2014	07/14	FERGU1/FE1	FERGUSON ENTERPRISES INC					
742		5460-0000	Plumbing Repairs/Supplies	0793293	6/18/2014	6/18/2014	23.46	0.00	23.46
@	6/18 Plumbing Part	New P Trap							

11/25/2014 ITEM NO. 3.11

Database: ESSEXREALTY		Check Register						Page: 2	
ENTITY: 742		Essex Realty SaaS DB						Date: 8/4/2014	
		CITY OF LAGUNA HILLS						Time: 09:43 AM	
07/14 Through 07/14									
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice		Invoice	Discount	Check
Entity	P.O. Number	Account	Number	Account Name	Invoice	Date	Amount	Amount	Amount
Dept	Reference		Description						
Check Total:							23.46	0.00	23.46
103617	7/9/2014	07/14	FIRESA	THE BRETHREN INC dba					
742		5121-0000	Security-Fire Alarms	148206	7/1/2014	7/1/2014	150.00	0.00	150.00
@	7/14-9/14 Monitoring		Fire Alarm						
Check Total:							150.00	0.00	150.00
103618	7/9/2014	07/14	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC					
742		5510-0000	Pkg Lot-Lighting	1236021	6/25/2014	6/25/2014	124.00	0.00	124.00
@	06/14 Lot Lighting								
742		5510-0000	Pkg Lot-Lighting	1236021	6/25/2014	6/25/2014	154.19	0.00	154.19
@	06/14 Lot Lighting		Repairs						
Check Total:							278.19	0.00	278.19
103619	7/9/2014	07/14	MASTE5	MASTERCARE PROTECTION & CLEANING					
742		5485-0000	Floor & Carpet Rpr/Maint	18861	4/22/2014	4/22/2014	275.00	0.00	275.00
@	Qtrly Carpet Clng		04/14						
Check Total:							275.00	0.00	275.00
103620	7/9/2014	07/14	NIEVES	NIEVES LANDSCAPE INC					
742		5560-0000	Landscaping Contract	56238	7/1/2014	7/1/2014	2,400.00	0.00	2,400.00
@	07/14 Landscape Svc								
Check Total:							2,400.00	0.00	2,400.00
103621	7/9/2014	07/14	PACRIM	PACIFIC RIM MECHANICAL, INC.					
742		5415-0000	HVAC Repair/Maint	SRV035491	5/31/2014	5/31/2014	267.00	0.00	267.00
@	AC Repair #304		Cleared restriction in return water line.						
742		5415-0000	HVAC Repair/Maint	SRV035603	6/13/2014	6/13/2014	297.00	0.00	297.00
@	Rpr Common Area AC		3rd Floor Server Room-Found supply & return lines were switched. Corrected.						
Check Total:							564.00	0.00	564.00
103622	7/9/2014	07/14	PRINGL	L C PRINGLE SALES INC					
742		7330-0000	Tenant Space Refurb	119772	5/2/2014	6/1/2014	165.96	0.00	165.96
@	#230 Rpr Mini Blinds								
742		1240-0000	Tenant Improvements	120226	5/30/2014	6/29/2014	129.24	0.00	129.24

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 3
Date: 8/4/2014
Time: 09:43 AM

07/14 Through 07/14

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Amount	Amount	Amount	Amount
Dept	Reference	Description							

@ #260 New Mini Blinds Conference Room

Check Total: 295.20 0.00 295.20

103623 7/9/2014 07/14 SCE SOUTHERN CALIFORNIA EDISON

742		5499-0000	Electricity-General	742*0506934	6/24/2014	6/24/2014	4,794.52	0.00	4,794.52
@	522-6/23	2270506934	Meter #259000-050224						
742		5499-0000	Electricity-General	742*5197749	6/26/2014	6/26/2014	5,857.59	0.00	5,857.59
@	5/23-6/24	2265197749	Svc Acct 3019869798						
742		5499-0000	Electricity-General	742*5197749	6/26/2014	6/26/2014	756.44	0.00	756.44
@	5/23-6/24	2265197749	Svc Acct 3019869838						
742		5499-0000	Electricity-General	742*5197749	6/26/2014	6/26/2014	614.01	0.00	614.01
@	5/23-6/24	2265197749	Svc Acct 3019869857						

Check Total: 12,022.56 0.00 12,022.56

103624 7/9/2014 07/14 SKYLIN CTJAMJT CORPORATION dba

742		5490-0000	Pest Control	164872	6/25/2014	6/25/2014	75.00	0.00	75.00
@	06/14		Pest Control						

Check Total: 75.00 0.00 75.00

103625 7/16/2014 07/14 AT&T/CS1 AT&T

742		5504-0000	Property Telephone	5490669	6/15/2014	6/15/2014	31.20	0.00	31.20
@	5/15-6/14	9494587292							
742		5504-0000	Property Telephone	5490670	6/15/2014	6/15/2014	31.52	0.00	31.52
@	5/15-6/14	9494587929							
742		5504-0000	Property Telephone	5490672	6/15/2014	6/15/2014	128.29	0.00	128.29
@	5/15-6/14	9495837765							

Check Total: 191.01 0.00 191.01

103626 7/16/2014 07/14 COXCOM COX COMMUNICATIONS

742		6215-0004	DSL Line	742-1681001	6/6/2014	6/6/2014	98.10	0.00	98.10
@	06/06-07/05		Exec DSL						
742		5410-0000	HVAC Contract Services	742-8511901	6/5/2014	6/5/2014	79.00	0.00	79.00
@	06/05-07/04		EMS DSL						

Check Total: 177.10 0.00 177.10

103627 7/24/2014 07/14 ABLEBU CROWN BLDG MAINTENANCE CO INC dba

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Due Date	Amount	Amount	Amount	
Dept	Reference	Description								
742		5160-0000	Cleaning Supplies	0732964	6/24/2014	6/24/2014	570.03	0.00	570.03	
@	06/14 Paper Supplies									
742		5130-0000	Cleaning Contract-Janitor	0733342	7/18/2014	7/18/2014	2,312.62	0.00	2,312.62	
@	07/14 Janitorial Svc									
742		5160-0000	Cleaning Supplies	0731903	5/31/2014	5/31/2014	183.77	0.00	183.77	
@	05/14 Paper Supplies									
Check Total:							3,066.42	0.00	3,066.42	
103628	7/24/2014	07/14	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC						
742		5562-0000	Landscaping-Interior	INV0078680	6/30/2014	6/30/2014	362.03	0.00	362.03	
@	07/14 Int Plant Svc									
Check Total:							362.03	0.00	362.03	
103629	7/24/2014	07/14	BKFOUN	WILLIAM P WARD JR						
742		5565-0000	Fountain Maintenance	0702145616	7/2/2014	7/2/2014	165.00	0.00	165.00	
@	06/14 Fountain Maint									
742		5565-0000	Fountain Maintenance	0702145616	7/2/2014	7/2/2014	37.80	0.00	37.80	
@	06/14 Fountain Maint	Add Dry Chlorine Tablets								
Check Total:							202.80	0.00	202.80	
103630	7/24/2014	07/14	COXCOM	COX COMMUNICATIONS						
742		6215-0004	DSL Line	742*1681001	7/6/2014	7/6/2014	98.10	0.00	98.10	
@	07/06-08/05 Exec DSL									
742		5410-0000	HVAC Contract Services	742*8511901	7/5/2014	7/5/2014	79.00	0.00	79.00	
@	07/05-08/04 EMS DSL									
Check Total:							177.10	0.00	177.10	
103631	7/24/2014	07/14	DIVER4	TIMOTHY HOUSTON dba						
742		7333-0000	Repairs & Maint- Indirect	3077	6/13/2014	6/13/2014	350.00	0.00	350.00	
@	Install New Outlet	Finance (copier)								
Check Total:							350.00	0.00	350.00	
103632	7/24/2014	07/14	ELTORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer	742-2449540	7/14/2014	7/14/2014	631.75	0.00	631.75	
@	06/11-07/14 2449540	Meter#08956098								
742		5502-0000	Water & Sewer	742-2449542	7/14/2014	7/14/2014	56.00	0.00	56.00	

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
@	06/11-07/14	2449542	Meter#00036069							
742		5502-0000	Water & Sewer		742-2449548	7/14/2014	7/14/2014	741.48	0.00	741.48
@	06/11-07/14	2449548	Meter#08188857							
							Check Total:	1,429.23	0.00	1,429.23
103633	7/24/2014	07/14	FERGU1/FE1	FERGUSON ENTERPRISES INC						
742		5460-0000	Plumbing Repairs/Supplies		0835589	7/1/2014	7/1/2014	23.22	0.00	23.22
@			Plumbing Parts							
							Check Total:	23.22	0.00	23.22
103634	7/24/2014	07/14	FIRESA	THE BRETHERN INC dba						
742		5121-0000	Security-Fire Alarms		149116	7/18/2014	7/18/2014	195.00	0.00	195.00
@			3rd Qtr Inspection							
							Check Total:	195.00	0.00	195.00
103635	7/24/2014	07/14	MERCH1	MERCHANTS BULDING MAINTENANCE LLC						
742		5150-0000	Add'l Cleaning-DayPorter		387846	7/1/2014	7/1/2014	2,980.00	0.00	2,980.00
@			07/14 Dayporter Svc							
							Check Total:	2,980.00	0.00	2,980.00
103636	7/24/2014	07/14	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742		5415-0000	HVAC Repair/Maint		SRV036167	6/30/2014	6/30/2014	119.00	0.00	119.00
@			Install Damper #210							
742		5415-0000	HVAC Repair/Maint		SRV036575	7/17/2014	7/17/2014	353.60	0.00	353.60
@			A/C Rpr Common Area							
742		5415-0000	HVAC Repair/Maint		SRV036576	7/17/2014	7/17/2014	119.00	0.00	119.00
@			A/C Rpr Mngr Office							
742		5415-0000	HVAC Repair/Maint		SRV036577	7/17/2014	7/17/2014	1,559.00	0.00	1,559.00
@			Instll Compressor							
							Check Total:	2,150.60	0.00	2,150.60
103637	7/24/2014	07/14	PETTY7	PETTY CASH - LR						
742		6215-0000	Other Miscellaneous		742-072214	7/22/2014	7/22/2014	1.17	0.00	1.17
@			Mail Delivery							
742		5475-0000	Doors & Locks		742-072214	7/22/2014	7/22/2014	70.84	0.00	70.84
@			Door Supplies							

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice			Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name		Number	Date	Due Date	Amount	Amount	Amount
Dept	Reference	Description								
742		5415-0000	HVAC Repair/Maint		742-072214	7/22/2014	7/22/2014	20.80	0.00	20.80
@	6/17 Home Depot	HVAC Supplies								
Check Total:								92.81	0.00	92.81
103638	7/24/2014	07/14	REGENC	REGENCY ENTERPRISES INC dba						
742		5465-0000	Electrical Repair/Maint		3081703	7/7/2014	7/7/2014	-124.63	0.00	-124.63
@	Returned Supplies									
742		5465-0000	Electrical Repair/Maint		3081819	7/7/2014	7/7/2014	-208.90	0.00	-208.90
@	Returned Supplies									
742		5465-0000	Electrical Repair/Maint		3081828	7/7/2014	7/7/2014	346.62	0.00	346.62
@	07/03 Light Supplies									
742		5465-0000	Electrical Repair/Maint		3081940	7/7/2014	7/7/2014	234.14	0.00	234.14
@	07/03 Light Supplies									
742		5465-0000	Electrical Repair/Maint		3087696	7/14/2014	7/14/2014	575.10	0.00	575.10
@	07/03 Light Parts									
Check Total:								822.33	0.00	822.33
103639	7/24/2014	07/14	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas		742-30971474	7/8/2014	7/8/2014	30.75	0.00	30.75
@	6/04-7/03 1443097147	Meter#13001720								
Check Total:								30.75	0.00	30.75
103640	7/24/2014	07/14	TSCMCO	TSCM CORP.						
742		5525-0000	Pkg Lot-Sweeping		7014141	7/1/2014	7/1/2014	221.00	0.00	221.00
@	07/14 Sweeping Svc									
Check Total:								221.00	0.00	221.00
CITY OF LAGUNA HILLS Total:								38,672.97	0.00	38,672.97
Grand Total:								38,672.97	0.00	38,672.97

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
103641	7/31/2014	08/14	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent	742MgmtFee	8/1/2014	8/1/2014		3,280.00	0.00	3,280.00
@	Mgmt Fee									
							<i>Check Total:</i>	3,280.00	0.00	3,280.00
103642	8/7/2014	08/14	AT&T/CS1	AT&T						
742		5504-0000	Property Telephone	000005579219	7/15/2014	7/15/2014		31.54	0.00	31.54
@	6/15-7/14 9494587929									
742		5504-0000	Property Telephone	000005579221	7/15/2014	7/15/2014		128.31	0.00	128.31
@	6/15-7/14 9495837765									
							<i>Check Total:</i>	159.85	0.00	159.85
103643	8/7/2014	08/14	AT&T/CS1	AT&T						
742		5504-0000	Property Telephone	000005579218	7/15/2014	7/15/2014		31.22	0.00	31.22
@	6/15-7/14 9494587292									
							<i>Check Total:</i>	31.22	0.00	31.22
103644	8/7/2014	08/14	BKFOUN	WILLIAM P WARD JR						
742		5565-0000	Fountain Maintenance	0729145641	7/29/2014	7/29/2014		165.00	0.00	165.00
@	07/14 Fountain Maint									
742		5565-0000	Fountain Maintenance	0729145641	7/29/2014	7/29/2014		87.72	0.00	87.72
@	07/14 Fountain Rprs	Dry Chlorine tablets & replacement bulb								
							<i>Check Total:</i>	252.72	0.00	252.72
103645	8/7/2014	08/14	CONTRO	CONTROLLED KEY SYSTEMS INC						
742		4800-0000	Tenant Reimbursements	212194	6/19/2014	6/19/2014		18.10	0.00	18.10
@	#300 2 Key Copies	Dayle McIntosh Center								
							<i>Check Total:</i>	18.10	0.00	18.10
103646	8/7/2014	08/14	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent	742-0714R	8/4/2014	8/4/2014		161.91	0.00	161.91
@	07/14 Mgmt Fee Recon									
							<i>Check Total:</i>	161.91	0.00	161.91
103647	8/7/2014	08/14	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC						

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
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103652	8/14/2014	08/14	CITYLA	CITY OF LAGUNA HILLS						
742		5805-0000	Insurance		742-073014	7/30/2014	7/30/2014	37,069.68	0.00	37,069.68
@	7/1/14-6/30/15 Ins	Reimb ERMAC Inv #130 - Prop/Liab Insurance								
Check Total:								37,069.68	0.00	37,069.68
103653	8/14/2014	08/14	MERCH1	MERCHANTS BULDING MAINTENANCE LLC						
742		5150-0000	Add'l Cleaning-DayPorter		389785	8/1/2014	8/1/2014	2,980.00	0.00	2,980.00
@	08/14 Dayporter Svc									
Check Total:								2,980.00	0.00	2,980.00
103654	8/14/2014	08/14	NIEVES	NIEVES LANDSCAPE INC						
742		5560-0000	Landscaping Contract		56416	8/1/2014	8/1/2014	2,400.00	0.00	2,400.00
@	08/14 Landscape Svc									
Check Total:								2,400.00	0.00	2,400.00
103655	8/14/2014	08/14	SKYLIN	CTJAMJT CORPORATION dba						
742		5490-0000	Pest Control		166663	7/25/2014	7/25/2014	75.00	0.00	75.00
@	07/14 Pest Control									
Check Total:								75.00	0.00	75.00
103656	8/14/2014	08/14	SUNTAM	FRANK TORRIERO dba						
742		4800-0000	Tenant Reimbursements		1986	7/24/2014	7/24/2014	200.00	0.00	200.00
@	#150 Vinyl Lettering	County Recorder								
Check Total:								200.00	0.00	200.00
103657	8/14/2014	08/14	TSCMCO	TSCM CORP.						
742		5525-0000	Pkg Lot-Sweeping		8014142	8/1/2014	8/1/2014	221.00	0.00	221.00
@	08/14 Sweeping Svc									
Check Total:								221.00	0.00	221.00
103658	8/22/2014	08/14	COXCOM	COX COMMUNICATIONS						
742		6215-0004	DSL Line		742-1681001	8/6/2014	8/6/2014	98.10	0.00	98.10

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice		Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Due Date	Amount	Amount	Amount
Dept	Reference	Description							
	@	08/06-09/05	Exec DSL						
742		5410-0000	HVAC Contract Services	742-8511901	8/5/2014	8/5/2014	79.00	0.00	79.00
	@	08/05-09/04	EMS DSL						
Check Total:							177.10	0.00	177.10
103659	8/22/2014	08/14	THEGAS	THE GAS COMPANY					
742		5500-0000	Gas	742-30971474	8/6/2014	8/6/2014	29.96	0.00	29.96
	@	7/03-8/04	1443097147	Meter #13001720					
Check Total:							29.96	0.00	29.96
CITY OF LAGUNA HILLS Total:							62,935.81	0.00	62,935.81
Grand Total:							62,935.81	0.00	62,935.81

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
103660	8/28/2014	09/14	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent	742MgmtFee	9/1/2014	9/1/2014		3,280.00	0.00	3,280.00
@	Mgmt Fee									
							<i>Check Total:</i>	<i>3,280.00</i>	<i>0.00</i>	<i>3,280.00</i>
103661	9/8/2014	09/14	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5160-0000	Cleaning Supplies	0734509-IN	7/31/2014	7/31/2014		599.58	0.00	599.58
@	07/14 Supplies									
742		5130-0000	Cleaning Contract-Janitor	0734704-IN	8/19/2014	8/19/2014		2,312.62	0.00	2,312.62
@	08/14 Janitorial Svc									
							<i>Check Total:</i>	<i>2,912.20</i>	<i>0.00</i>	<i>2,912.20</i>
103662	9/8/2014	09/14	AMTEC2	PACIFIC COAST ELEVATOR INC dba						
742		5435-0000	Elevator Contract Service	DVB06326914	8/20/2014	8/20/2014		1,377.09	0.00	1,377.09
@	09/01-11/30 Elev Svc									
							<i>Check Total:</i>	<i>1,377.09</i>	<i>0.00</i>	<i>1,377.09</i>
103663	9/8/2014	09/14	AT&T/CS1	AT&T						
742		5504-0000	Property Telephone	5668131	8/15/2014	8/15/2014		32.66	0.00	32.66
@	7/15-8/14 9494587292									
742		5504-0000	Property Telephone	5668132	8/15/2014	8/15/2014		32.79	0.00	32.79
@	7/15-8/14 9494587929									
742		5504-0000	Property Telephone	5668134	8/15/2014	8/15/2014		141.81	0.00	141.81
@	7/15-8/14 9495837765									
							<i>Check Total:</i>	<i>207.26</i>	<i>0.00</i>	<i>207.26</i>
103664	9/8/2014	09/14	BENNE1	BENNETT'S PLUMBING INC						
742		5460-0000	Plumbing Repairs/Supplies	55810	8/18/2014	8/18/2014		375.00	0.00	375.00
@	Remove Water Heater Ste #230									
742		5460-0000	Plumbing Repairs/Supplies	55812	8/18/2014	8/18/2014		420.00	0.00	420.00
@	#230 Leak in Ceiling disconnect leak in 10 gal tank, and looped old supply lines to restore water to dentist equipment.									
							<i>Check Total:</i>	<i>795.00</i>	<i>0.00</i>	<i>795.00</i>
103665	9/8/2014	09/14	ELTORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer	742-2449540	8/13/2014	8/13/2014		678.83	0.00	678.83
@	07/14-08/13 2449540	Meter #08956098								

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
742		5502-0000	Water & Sewer		742-2449542	8/13/2014	8/13/2014	56.00	0.00	56.00
@	07/14-08/13	2449542	Meter #00036069							
742		5502-0000	Water & Sewer		742-2449548	8/13/2014	8/13/2014	807.72	0.00	807.72
@	07/14-08/13	2449548	Meter #08188857							
							Check Total:	1,542.55	0.00	1,542.55
103666	9/8/2014	09/14	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742		5410-0000	HVAC Contract Services		SRV036069	7/1/2014	7/1/2014	425.50	0.00	425.50
@		HVAC PM Increase	07/14 Invoice-New Qtrly rate is \$3669.50							
742		5415-0000	HVAC Repair/Maint		SRV037433	7/31/2014	7/31/2014	736.15	0.00	736.15
@		#301 AC Repair	Wired in new board & installed temp TStat							
742		5415-0000	HVAC Repair/Maint		SRV037434	7/31/2014	7/31/2014	193.13	0.00	193.13
@		AC Rpr-Public Wrks	Added charge and replaced leaking Schrader							
742		5415-0000	HVAC Repair/Maint		SRV037435	9/8/2014	9/8/2014	841.94	0.00	841.94
@		Rplc VVT Controller	Common Area							
742		5415-0000	HVAC Repair/Maint		SRV037436	7/31/2014	7/31/2014	133.50	0.00	133.50
@		Cln Condensate Line	Ste #150							
							Check Total:	2,330.22	0.00	2,330.22
103667	9/8/2014	09/14	REGENC	REGENCY ENTERPRISES INC dba						
742		5465-0000	Electrical Repair/Maint		3118444	8/19/2014	8/19/2014	152.38	0.00	152.38
@		8/19 Light Supplies								
742		5465-0000	Electrical Repair/Maint		3118446	8/19/2014	8/19/2014	58.64	0.00	58.64
@		8/19 Light Supplies								
							Check Total:	211.02	0.00	211.02
103668	9/8/2014	09/14	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General		742-0506934	8/22/2014	8/22/2014	5,532.40	0.00	5,532.40
@		7/23-8/21	2270506934 Meter #259000-050224							
							Check Total:	5,532.40	0.00	5,532.40
103669	9/8/2014	09/14	SSDSYS	SECURITY SIGNAL DEVICES INC dba						
742		5121-0000	Security-Fire Alarms		1038165-A	8/13/2014	8/13/2014	150.00	0.00	150.00
@		09/14 Sys Maint								
742		7333-0000	Repairs & Maint- Indirect		1038165-A	8/13/2014	8/13/2014	484.20	0.00	484.20
@		09/14 Sys Maint								

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
Check Total:								634.20	0.00	634.20
103670	9/8/2014	09/14	WATERT	WATER TECHNIQUES						
742		7333-0000	Repairs & Maint- Indirect		696290430	8/13/2014	8/13/2014	321.66	0.00	321.66
@	Rpr Water System	City Offices								
Check Total:								321.66	0.00	321.66
103671	9/18/2014	09/14	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent		742-0814R	9/2/2014	9/2/2014	211.44	0.00	211.44
@	08/14 Mgmt Fee Recon									
Check Total:								211.44	0.00	211.44
103672	9/18/2014	09/14	FIRESA	THE BRETHERN INC dba						
742		5448-0000	Fire, Life, Safety		150220	8/31/2014	8/31/2014	170.16	0.00	170.16
@	Ann'l Fire Ext Svc	Svc 9-5# Dry Extinguishers & 1-6 Yr Svc								
Check Total:								170.16	0.00	170.16
103673	9/18/2014	09/14	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC						
742		5150-0000	Add'l Cleaning-DayPorter		391901	9/1/2014	9/1/2014	2,980.00	0.00	2,980.00
@	09/14 Dayporter Svc									
Check Total:								2,980.00	0.00	2,980.00
103674	9/18/2014	09/14	NIEVES	NIEVES LANDSCAPE INC						
742		5560-0000	Landscaping Contract		56582	9/1/2014	9/1/2014	2,400.00	0.00	2,400.00
@	09/14 Landscape Svc									
Check Total:								2,400.00	0.00	2,400.00
103675	9/18/2014	09/14	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742		5410-0000	HVAC Contract Services		SRV038383	9/1/2014	9/1/2014	3,669.50	0.00	3,669.50
@	09/14 Quarterly Svc									
Check Total:								3,669.50	0.00	3,669.50
103676	9/18/2014	09/14	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General		742-5197749	8/26/2014	8/26/2014	7,009.77	0.00	7,009.77

11/25/2014 ITEM NO. 3.11

Database: ESSEXREALTY		Check Register							Page: 4	
ENTITY: 742		Essex Realty SaaS DB							Date: 10/6/2014	
		CITY OF LAGUNA HILLS							Time: 10:57 AM	
09/14 Through 09/14										
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice			Invoice	Discount	Check
Entity	P.O. Number	Account	Number	Account Name	Number	Date	Due Date	Amount	Amount	Amount
Dept	Reference		Description							
@	7/24-8/22	2265197749	24031							
742		5499-0000	Electricity-General		742-5197749	8/26/2014	8/26/2014	644.04	0.00	644.04
@	7/24-8/22	2265197749	24033							
742		5499-0000	Electricity-General		742-5197749	8/26/2014	8/26/2014	606.55	0.00	606.55
@	7/24-8/22	2265197749	24033							
Check Total:								8,260.36	0.00	8,260.36
103677	9/18/2014	09/14	SKYLIN	CTJAMJT CORPORATION dba						
742		5490-0000	Pest Control		168251	8/26/2014	8/26/2014	75.00	0.00	75.00
@	08/14	Pest Control								
Check Total:								75.00	0.00	75.00
103678	9/18/2014	09/14	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas		742-30971474	9/5/2014	9/5/2014	27.01	0.00	27.01
@	8/04-9/03	1443097147	Meter #13001720							
Check Total:								27.01	0.00	27.01
103679	9/18/2014	09/14	TSCMCO	TSCM CORP.						
742		5525-0000	Pkg Lot-Sweeping		9014140	9/1/2014	9/1/2014	221.00	0.00	221.00
@	09/14	Sweeping Svc								
Check Total:								221.00	0.00	221.00
103680	9/25/2014	09/14	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5160-0000	Cleaning Supplies		0735827-IN	8/29/2014	8/29/2014	589.12	0.00	589.12
@	08/14	Janitor Supply								
Check Total:								589.12	0.00	589.12
103681	9/25/2014	09/14	ALLIA1/NB	ALLIANT INSURANCE SERVICES						
742		5810-0000	Insurance - Earthquake		264271	9/16/2014	9/16/2014	25,222.08	0.00	25,222.08
@	9/14-9/15		Earthquake Insurance Policy #8400002342141							
Check Total:								25,222.08	0.00	25,222.08
103682	9/25/2014	09/14	BKFOUN	WILLIAM P WARD JR						
742		5562-0000	Landscaping-Interior		0902145666	9/2/2014	9/2/2014	165.00	0.00	165.00
@	08/14	Fountain Maint								

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Invoice	Discount	Check	
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Due Date	Amount	Amount	Amount
Dept	Reference	Description							
742		5562-0000	Landscaping-Interior	0902145666	9/2/2014	9/2/2014	122.83	0.00	122.83
@	08/14 Fountain Maint	Dry chlorine Tablets & replacement filter							
						Check Total:	287.83	0.00	287.83
103683	9/25/2014	09/14	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	742-8511901	9/5/2014	9/5/2014	79.00	0.00	79.00
@	09/05-10/04 EMS DSL								
						Check Total:	79.00	0.00	79.00
103684	9/25/2014	09/14	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	742*2449540	9/12/2014	9/12/2014	690.69	0.00	690.69
@	08/13-09/12 2449540								
742		5502-0000	Water & Sewer	742*2449542	9/12/2014	9/12/2014	56.00	0.00	56.00
@	08/13-09/12 2449542	Meter #00036069							
742		5502-0000	Water & Sewer	742*2449548	9/12/2014	9/12/2014	840.24	0.00	840.24
@	08/13-09/12 2449548	Meter #08188857							
						Check Total:	1,586.93	0.00	1,586.93
103685	9/25/2014	09/14	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC					
742		5510-0000	Pkg Lot-Lighting	1236970	8/29/2014	8/29/2014	124.00	0.00	124.00
@	08/14 Lighting Svc								
742		5510-0000	Pkg Lot-Lighting	1236970	8/29/2014	8/29/2014	35.79	0.00	35.79
@	08/14 Lighting Rprs								
						Check Total:	159.79	0.00	159.79
						CITY OF LAGUNA HILLS Total:	65,082.82	0.00	65,082.82
						Grand Total:	65,082.82	0.00	65,082.82



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: RECOGNITION OF OUTGOING COUNCIL MEMBER, RANDAL BRESSETTE

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, COMMENDING RANDAL BRESSETTE FOR HIS SERVICE TO THE CITY;" AND DIRECT THE MAYOR TO PRESENT A CERTIFICATE OF COMMENDATION TO COUNCIL MEMBER BRESSETTE AT HIS RETIREMENT EVENT ON DECEMBER 8, 2014.

SUMMARY:

Randal Bressette was first elected to the inaugural City Council on March 5, 1991, took his Oath of Office on December 20, 1991, and has served the City of Laguna Hills with distinction as Council Member for the past 23 years. Council Member Bressette's guidance, wisdom, and service have always been marked by exemplary dedication to the best interests of the City of Laguna Hills. He has worked constantly for the betterment of the City's fiscal, economic, cultural, and aesthetic development, and he will be missed by City Council and staff alike. A Resolution has been prepared officially commending Randal Bressette for his service to the City.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LAGUNA HILLS, CALIFORNIA,
COMMENDING RANDAL BRESSETTE FOR
HIS SERVICE TO THE CITY

WHEREAS, Randal Bressette was first elected to the inaugural City Council on March 5, 1991, took his Oath of Office on December 20, 1991, served with distinction as Mayor for four terms, and has admirably performed his duties and responsibilities as a member of the Laguna Hills City Council by providing excellent and constructive contributions to the delivery of municipal services – both locally and regionally; and

WHEREAS, Randal Bressette has always been a strong advocate for Public Safety and for operating a lean and efficient City government predicated upon fiscally sound business principles and practices, he has displayed outstanding leadership throughout his 23-year career, particularly regarding the annexation of the inhabited areas on both the north and west sides of the City; his chairmanship of the Laguna Hills Community Center and Sports Park Planning Committee; his focus on fiscal Integrity through award winning budgets and CAFR's; was influential in the revival and continued support of the City's 3/5 adopted Marine Battalion and Dark Horse Support Committee; installation of City Entry Monuments and Way-finding signage; purchase of a City Hall building and establishment of an attractive, functional and profitable Civic Center; his commitment to preserve Laguna Hills history; adoption of the Urban Village Specific Plan; re-design of the former Circuit City Site by Ashley Furniture; Total Wine, and Chick-fil-A; rehabilitation of the Village at Nellie Gail Ranch Center, the Oakbrook Village Mixed Use Redevelopment Project; and strong advocate for the continued support of the Trauma Intervention Program; and

WHEREAS, Randal Bressette, during his career at the City, oversaw major capital improvement projects investing more than \$132 million toward the improvement of Laguna Hills, served with distinction on the Audit Committee, the Civic Center Management Committee, the League of California Cities Revenue and Taxation Committee, the Orange County Local Agency Formation Commission, The El Toro Reuse Planning Authority, proudly defeating an Airport in South County, and was selected and served as the Governor's Appointment on the California Veteran's Board; and

WHEREAS, Randal Bressette beginning in December 2010, and serving continuously through the present, has represented the City with distinction, while on the Orange County Fire Authority Board, by serving on standing committees, including the Budget and Finance Committee, Claims Settlement Committee, Executive Committee and Capital Improvement Projects Ad Hoc Committee. Randal Bressette has been an active and engaged representative and his service will be missed by his fellow Board Members and OCFA staff; and

WHEREAS, Randal Bressette's guidance, wisdom, and service have always been marked by exemplary dedication to the best interests of the City, he has worked constantly for the betterment of the City's fiscal, economic, cultural and aesthetic development, and he will be missed by Council Members and staff alike.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, on behalf of all our citizens, does hereby express sincere appreciation and thanks to Randal Bressette for his distinguished service to the City of Laguna Hills, highly commend him for the manner in which he has carried out his duties as Council Member, and extend our best wishes for continued success and happiness in all his future endeavors.

PASSED, APPROVED, AND ADOPTED this 25th day of November 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-11-25- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25th day of November 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

3.13 RESOLUTION MAKING FINDINGS RELATED TO APPROVAL OF THE SECOND AMENDMENT TO OCFA JOINT POWERS AUTHORITY AGREEMENT - EQUITY

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-10-28-5, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, MAKING FINDINGS RELATED TO THE CITY'S PRIOR APPROVAL OF THE ORANGE COUNTY FIRE AUTHORITY'S SECOND AMENDMENT TO THE AMENDED JOINT POWERS AUTHORITY AGREEMENT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.6 REVISIONS TO THE CITY'S RECORDS RETENTION/DISPOSITION SCHEDULE

Council Member Carruth removed this item from the Consent Calendar to acknowledge the Resolution Number referred to in the staff report had been corrected by the City Clerk.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-10-28-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING AN AMENDED AND RESTATED RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION NOS. 95-12-12-2 AND 2006-11-14-1, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE, AND MAYOR PRO TEMPORE GILBERT ABSENT).

3.10 PROPOSITION NO. 48 - "INDIAN GAMING COMPACTS. REFERENDUM."

Council Member Carruth removed this item to discuss her opposition to Proposition No. 48 regarding Indian Casinos and the potential for conversion of tribal lands to entertainment centers. She recommended that the City Council reject this Proposition which she believed set a dangerous precedence.

THE CITY COUNCIL RECEIVED AND FILED THE REPORT, BY M/MAYOR BLOUNT, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 3-0-2 (COUNCIL MEMBER BRESSETTE AND MAYOR PRO TEMPORE GILBERT ABSENT).

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:29 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Agency Member Carruth, and Agency Member Kogerman

Absent: Vice Chair Gilbert, and Agency Member Bressette

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR OCTOBER 14, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE OCTOBER 14, 2014, REGULAR MEETING, BY/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER KOGERMAN.

APPROVED BY A VOTE OF 3-0-2 (AGENCY MEMBER BRESSETTE AND VICE CHAIR GILBERT ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council Meeting at 8:30 PM. All Council Members were present, with the exception of Council Member Bressette and Mayor Pro Tempore Gilbert.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager made no reports.

6.2 City Attorney

6.2.1 APPOINTMENT OF LABOR NEGOTIATOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER
AND LT. ROLAND CHACON
POLICE CHIEF**

ISSUE: SOUTH COUNTY FAMILY JUSTICE CENTER

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

SUMMARY:

The City Council has directed staff to investigate the feasibility of establishing a Family Justice Center (FJC) in South Orange County. This investigation involved discussions with the Family Justice Center Alliance located in San Diego and a review of various documents and studies provided by them; a tour of the Orange County FJC in Anaheim and interviews with key personnel; attendance at the 2014 International Family Justice Conference; a tour of the San Diego FJC; and interviews with various stakeholders in South Orange County. Staff has completed its investigation and is presenting the results and findings of that investigation to the City Council in this report. Staff has concluded that while a physical FJC facility does not exist in South Orange County, the stakeholder groups serving victims of domestic violence follow a collaborative service model. Furthermore, the creation of a physical location for a FJC in South Orange County would involve financial and personnel requirements beyond the resources of the City. An initiative of this magnitude would require a commitment from regional governing authorities such as the Orange County Sheriff, Orange County District Attorney, and the Board of Supervisors

BACKGROUND:

This section of the report will be divided into three parts. The first part will provide data on domestic violence for Laguna Hills; the second part will provide information on the handling, reporting and response to domestic violence cases in Laguna Hills; and the third

part will summarize staff's findings with respect to the need and feasibility of a FJC in South Orange County.

Laguna Hills Domestic Violence Statistics

To provide a clear picture of Domestic Violence incidents in Laguna Hills, below are the Domestic Violence statistics since 2010, as provided by the OCSD Family Protection Detail:

<u>Offense</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
PC 243(e)(1)	30	30	55	26
PC 273.5	30	38	49	29
PC 368	0	0	2	3
Verbal Reports	<u>29</u>	<u>46</u>	<u>45</u>	<u>37</u>
Totals	89	114	151	95

PC 243(e)(1) is a domestic violence misdemeanor arrest . The violation does not have to be committed in the presence of a deputy. The two parties involved must: be a spouse/former spouse; cohabitant/former cohabitant; have children in common; engaged/formerly engaged; be dating/formerly dating.

PC 273.5 is a domestic violence felony arrest. In order for an arrest to be elevated from a 243(e)(1) to a 273.5, there needs to be a wound or evidence of an internal injury, whether of a minor or serious nature, caused by physical force. The two parties involved must: be a spouse/former spouse; cohabitant/former cohabitant; have children in common.

PC 368 is a wobbler offense and is a crime against elders or dependent adults. It may be either a felony or misdemeanor depending on the severity of the crime. The relationship with the victim is usually either familial or care-giver, but does not necessarily have to be.

Verbal Reports are calls for domestic verbal arguments in which no crime occurred.

The increase in both crimes and verbal reports in 2011 and 2012 decreased dramatically in 2013.

Domestic Violence Handling, Reporting and Response

Regarding the matter of the handling of Domestic Violence incidents in Laguna Hills, and all of the other cities in the South Orange County region contracting with the Orange County Sheriff's Department, the Orange County Sheriff's Department has a specific set of policies and protocols that our police services adhere to. In all cases where a call of

domestic violence is reported to the sheriff's department, a patrol deputy will respond and handle/initiate the criminal investigation and reporting process. The process includes a police response, with a subsequent investigation; an immediate referral to a Victim Advocate of The Family Violence Victim Services (CSP-Community Services Programs); and it includes an immediate follow up and interaction with the District Attorney's office in the Criminal Justice System.

When a victim, or witness, reports an incident of domestic violence to our police services (the Orange County Sheriff's Department), a dispatcher immediately sends a patrol deputy to the scene. Depending on the nature of the call, and/or any immediate threat of danger as well as other factors, the response can be a priority one or priority two. Specifically, the response will be a "code three" (lights and sirens with an arrival time within 6 minutes) if there is an immediate threat to life. If there is no threat (no injuries, suspect gone or not present, time lapse, etc.), the response will be a code two and a deputy will be on scene within 12 minutes from contacting the OCSD. Once on scene, the deputy will assess the matter and provide (or call for) medical assistance for any physical injuries. The deputy will conduct a preliminary investigation and a determination will be made as to whether the elements of domestic violence are present and if an arrest of a suspect is required. A report will be initiated in all cases, documenting the incident. The deputy will also provide a *Domestic Violence, Sexual Assault and Violent Crime Victim Information* pamphlet with general information, victim rights info and available resources (see Exhibit A). The deputy will understand and follow the OCSD Field Operations Manual policy which is attached to this report as Exhibit B.

After the above has been adhered to there is follow up by the Victim Advocate of CSP, as well as criminal investigators in collaboration with the District Attorney's office. In all cases, a report is forwarded to the Victim Advocate of CSP. The case is assessed and the victim is contacted. The victim is explained his/her rights as a victim and is helped in identifying and accessing resources, as well as providing ongoing support whether the charges are filed by the District Attorney or not. In extreme cases, the victim is offered shelter, as there are shelters throughout the County that are utilized.

All cases are investigated further by OCSD Criminal Investigators, specializing in domestic violence. This is one of the many resources our City, as well as other cities in the OCSD jurisdiction are provided. Victims, suspects, and witnesses are contacted and interviewed. Evidence and anything else pertinent to the case is collected. These investigators work in collaboration with Victim's Advocate, ensuring that the victim's rights are protected and that the victim is provided with care and resources as needed.

After the completion of the investigation, the case is referred to the District Attorney's office. Cases received by the District Attorney are assessed and discussed with OCSD investigators. If it is decided that a criminal filing is warranted, the case is referred to the courts for an arraignment, where it will then take its course in the criminal justice system (preliminary hearing, trial, sentencing, etc.). In many cases, victims are reluctant to cooperate with law enforcement and can make prosecution difficult. Laws created over

the past twenty years have made it so that prosecution can take place without the victim's cooperation. Staff estimates that only 20-30% of cases are filed for prosecution. In cases where it's determined that the case should not be filed for prosecution, the case is logged into the DA's data base (all cases are logged regardless of a filing or not). Future instances of domestic violence will result in the prior case(s) being used against the suspect.

The OCSD and the OC District Attorney's office in partnership with Victim Advocates at CSP have put together a system which follows a family justice model at the regional level. Not only does the City benefit from this, but so do other cities in Orange County not contracting with the OCSD, as the DA's approach is consistent. Victims have access to our police services in several different ways. Victims can meet with our police staff by contacting our Dispatch Center and requesting a deputy to respond. They can also meet at the Laguna Hills City Hall; all other South Orange County City Halls that contract with the OCSD; the Aliso Viejo Sub-Station; and the OCSD Headquarters in Santa Ana. In all cases they are provided with contact information to CSP, and are contacted by CSP in cases where a report is generated. CSP makes arrangements that are accommodating to the victim when meeting with them. All of the resources mentioned above are afforded to ensure the victim is safe and inconvenienced as little as possible. Exhibit C to this report contains a flow chart of how domestic violence reports are handled

Summary of Key Findings

Over the last twelve to sixteen months, staff has conducted an investigation into the feasibility of establishing a FJC in South Orange County. This included: numerous discussions with the Family Justice Center Alliance located in San Diego and a review of various documents and studies provided by them; a tour of the Orange County FJC in Anaheim and interviews with key personnel; attendance at the 2014 International Family Justice Conference; a tour of the San Diego FJC; and interviews with various stakeholders in South Orange County. The following is a summary of staff's key findings:

1. According to the Family Justice Center Alliance, "a Family Justice Center (FJC) is the co-location of a multi-disciplinary team of professionals who work together, under one roof, to provide coordinated services to victims of family violence. Some centers focus exclusively on domestic violence victims while others provide services to victims of sexual assault, child abuse, elder abuse, and human trafficking...While a Family Justice Center may house many partners, the basic partners include police officers, prosecutors, civil legal service providers, and community-based advocates. The core concept is to provide one place where victims can go to talk to an advocate, plan for their safety, interview with a police officer, meet with a prosecutor, receive medical assistance, receive information on shelters, and get help with transportation." It should be noted that some shelter led FJCs do not co-locate with police and prosecutors.

2. The City does not have enough domestic violence cases to justify a FJC for Laguna Hills and it is likely that South Orange County may not have enough cases to justify the added expense. Staff estimates that there are on average 1,300 to 1,500 domestic violence crimes annually in the cities and unincorporated areas served by the Orange County Sheriff in South Orange County. However, not all victims would utilize the services of a FJC. While difficult to estimate, 50% would be a high. The Anaheim FJC serves about 2,000 clients annually.
3. A FJC would require an 18,000 to 25,000 square foot building. The Family Justice Center Alliance recommends utilizing a stand-alone facility for security purposes, although some centers are located in multi –use buildings.
4. Annual operating expenditures associated with a center are estimated at \$4 million annually. This is based on the budget for the FJC in Anaheim. Some of these expenditures would not be new, since existing personnel from the Sheriff's Department and Orange County District Attorney's office would be assigned to the facility. This does not include any purchase price for the property, or annual rent payments, and assumes that all other agencies pay for their own staffing.
5. Since the City of Laguna Hills contracts for police services and does not experience a high volume of domestic violence incidents, a regional FJC would need to be spearheaded by either the Sheriff's Department or the District Attorney's Office. Generally, there is always one particular agency that is the driving force behind the development of a FJC. The agency taking the lead in coordinating all other agencies should have a close working relationship with all government and community based family violence organizations. The FJC must be integrated into systems and agencies and the lead agency must already be connected to those systems in keys ways in order to be successful.
6. According to the Family Justice Center Alliance, the creation and establishment of a FJC is only successful when there is a full-time employee dedicated solely to the effort.
7. The City of Laguna Hills does not have the financial resources, personnel, expertise or connections necessary to establish a FJC.
8. While there is not a FJC in South Orange County, it is staff's opinion that the Sheriff's Department, District Attorney and community based family violence

organizations are operating under a collaborative service model. For example, whenever a crime occurs, victims don't have to go to a center to find an advocate; they are contacted by a CSP Victim's Advocate who will make her/him aware of her/his rights as a victim of crime, help her/him identify and access available resources, and provide ongoing support to her/him at the advocate's office, at court, or in the community. These services are free to the victim.

9. There are two local non-profit organizations that serve all of South Orange County that are committed to breaking the cycle of domestic violence: Human Options (Irvine) and Laura's house (Ladera Ranch). These two organizations provide shelter services, life-changing programs and legal advocacy. They work hand-in-hand with CSP Victim Advocates and while they are not called Family Justice Centers; their operations are very similar to shelter-led FJCs.

Conclusion

Staff has concluded that while a physical FJC facility does not exist in South Orange County, the stakeholder groups serving victims of domestic violence follow a collaborative service model advocated by the Family Justice Center Alliance that is both efficient and cost effective. Furthermore, the creation of a physical location for a FJC in South Orange County would involve financial and personnel requirements beyond the resources of the City. An initiative of this magnitude would require a commitment from regional governing authorities such as the Orange County Sheriff, Orange County District Attorney and the Board of Supervisors. Even if this level of commitment were present, it is unclear whether or not there are enough cases in South Orange County to justify moving from a collaborative service model to a Family Justice Center.

FISCAL IMPACT:

With the adoption of the 2013-15 Budget, the City Council directed staff to assign \$100,000 of fund balance for the Family Justice Center. If the City Council approves staff's recommendation, the fund balance assignment would be removed from the City's financial statements.

ATTACHMENTS:

- Exhibit A: Domestic Violence, Sexual Assault and Violent Crime Victim Information Pamphlet
- Exhibit B: OCSD Field Operations Manual
- Exhibit C: Domestic Violence Incident Flow Chart

Exhibit A

Domestic Violence, Sexual Assault, & Violent Crime Information Pamphlet

CALIFORNIA LAW AND VICTIMS RIGHTS

California law provides crime victims with important rights. If you are the victim of crime, you may be entitled to the assistance of a victim advocate who can answer many of the questions you might have about the criminal justice system.

Victim Advocates can assist you with the following:

- Explaining what information you are entitled to receive while proceedings are pending.
- Assisting you in applying for restitution to compensate you for crime-related losses.
- Communicating with the prosecution.
- Assisting you in receiving victim support services.
- Helping you prepare a victim impact statement before an offender is sentenced.

To speak with a victim advocate, please contact your local Victim/Witness office listed on the back of this brochure.

GENERAL VIOLENT CRIME INFORMATION

- If you have reported your crime to the police, an Investigator will be assigned to your case and will contact you as soon as possible.
- VINE (Victim Information Notification Everyday) is a system designed to automatically notify victims by phone when their perpetrator is released from a jail in Orange County. The service is free of charge. To register for this service please call (800) 721-8021.
- If someone in your family suffered an injury or death as a result of a crime, you may qualify for compensation by the State of California Compensation Program. Financial compensation may be paid for lost wages, medical bills, counseling expenses, and funeral/burial assistance. For more information please contact your local Victim/Witness office listed on the back of this brochure. You may also call the California Victims' Compensation Program at (800) 777-9229.

COMMUNITY RESOURCES FOR CRIME VICTIMS IN ORANGE COUNTY

Counseling, Victim Compensation

Information and Referrals:

North Justice Center Victim/Witness.....(714) 773-4575
Central Justice Center Victim/Witness....(714) 834-4350
West Justice Center Victim/Witness.....(714) 896-7188
Lamoreaux Justice Center - Orange..... (714) 935-7074
Harbor Justice Center- Newport Beach...(949) 476-4855

Resources for Sexual Assault Victims:

During business hours, call Sexual Assault Victim Services at..... (714) 834-4317 or (949) 752-1971
24-hour Sexual Assault: (714) 957-2737 (949) 831-9110

Resources for Domestic Violence Victims:

Adult/Elder Abuse Hotline.....(800) 451-5155
Battered Women's Self-Help Hotline.....(949) 854-3554
Domestic Violence Assistance Program..(714) 935-7956
Human Options.....(949) 854-0180
Interval House.....(714) 891-8121
Laura's House.....(949) 498-1511
Laura's House 24-hour Hotline.....(866) 498-1511
Women's Transitional Living Center.....(714) 992-1931

Resources for Child Abuse Reporting:

Local Police Department or
OC Child Abuse Registry Hotline.....(800) 207-4464

Legal Resources:

Legal Aid Society of Orange County.....(714) 571-5200

Internet Resources:

Victim Services.....www.cspinc.org
OC Sheriff's Department.....www.ocsd.org
OC District Attorney's Office
.....www.orangecountyda.com

State of CA Victim Compensation Program:

.....www.boc.ca.gov

CA Department of Justice:

.....www.caag.state.ca.us/victimservices/index.htm

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

Domestic Violence,
Sexual Assault, &
Violent Crime
Victim Information



EMERGENCY: 911

Orange County Sheriff-Coroner
Department

550 North Flower Street
Phone: (714) 647-7000
Email: CID@OCSD.ORG

Special Victims/ Family Protection Detail
(714) 647-7419

A Message from the Sheriff

Dear Resident,

As a victim of domestic violence, sexual assault, or violent crime, you are entitled to certain rights and information regarding the criminal investigation of your case.

This pamphlet has been designed to guide you in your search for legal resources and health care facilities. Most importantly, however, this pamphlet details your rights as a victim and serves as your first record of contact with the Orange County Sheriff's Department.

If you have any questions regarding your case or your rights as a crime victim, please feel free to contact the Orange County Sheriff's Department at (714) 647-7498.

Sandra Hutchens
Sheriff-Coroner

REPORTING DEPUTY: _____
DATE: _____ TIME: _____
REPORT #: _____

DOMESTIC VIOLENCE

- As a victim of domestic violence, your name, address and personal identifying information can be kept confidential.
- If your perpetrator went to jail, he or she may be released at anytime. See General Violent Crime Information section for more information.
- Victims of domestic violence may be eligible for temporary placement in a shelter. The phone number for your local shelters are listed on the back of this brochure.
- As a victim of domestic violence, you have the right to have an advocate and/or support person of your choice to be present with you during any further interviews as it relates to this crime.
- You may request the Investigator assigned to your case to file a formal complaint with the District Attorney's Office. However, in the State of CA, victims are not responsible for "pressing charges" and the decision will be made by the DA's Office.
- A physical assault committed by a person with whom you have an existing or previous dating or marital relationship with is a crime.
- As a victim of domestic violence, you may request a temporary restraining order that:
 1. Restrains the perpetrator from hurting you, your children or family members involved.
 2. Directs the perpetrator to leave the home.
 3. Prevents the perpetrator from going to the workplace, school or other location based on the situation.
 4. Awards custody of or visitation with a minor child and protects the child(ren) from the perpetrator.
 5. Directs child support of minor children and other financial responsibilities.
 6. Directs that either or both parties participate in counseling.
- As a victim of domestic violence, you have the right to file a civil suit for losses suffered as a result of the crime.

- Victims of domestic violence can receive counseling, support, and guidance by calling the domestic violence hotline at (800) 799-SAFE. Hearing impaired victims may call (800) 787-3224

SEXUAL ASSAULT

- If you are the victim of a sexual assault, it is important to follow certain steps to ensure your safety and facilitate a thorough investigation.

If you have been victimized:

- In addition to notifying the police, you may call Sexual Assault Victim Services or the local rape crisis center, at (714) 957-2737 or (949) 831-9110.
- Do not change or wash your clothes, take a shower, bathe, wash your hands, douche, comb your hair, eat or drink anything. Do not touch, move, destroy, or discard anything where the crime occurred.
- As a victim of sexual assault, you have the right to have an advocate and/or support person of your choice with you during the interview and medical procedures.
- If you can recall any details about your assault, write them down right away. Include details such as name of perpetrator, race, age, weight, height and what the person was wearing. If a car was involved in the crime, write down the make, model, color, license plate number, and any other information you can remember.
- Depending on the circumstances of what happened you may be asked to go to the Anaheim Memorial Medical Center for a forensic rape kit exam. A trained Forensic Nurse Specialist and Sexual Assault Advocate will be with you during and after the exam.
- As a victim of a sexual assault, your name, address and other personal identifying information can be kept confidential.
- A sexual assault committed by someone you have an existing or previous dating or marital relationship with is a crime.

Exhibit B

OCSD Field Operation Manual – Domestic Violence

Orange County Sheriff's Department Operations Patrol Manual – Domestic Violence

I. Domestic violence definitions in section CPC 13700.A.

- A. "Abuse" means intentionally or recklessly causing or attempting to cause bodily injury, or placing another person in reasonable apprehension of imminent serious bodily injury to himself or herself, or another.
- B. "Domestic Violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or a person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- C. "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may be used to determine include but are not limited to---
 - 1. Sexual relations between parties while sharing the same living quarters.
 - 2. Sharing of income or expenses
 - 3. Joint use or ownership of property
 - 4. Whether the parties hold themselves out as husband and wife
 - 5. Continuity of the relationship
 - 6. Length of the relationship

II. Types of Violations:

- A. Felony Arrest: CPC 273.5---Arrest when there is probable cause to believe that a crime has been committed under this felony section.
 - 1. "Traumatic condition" means a condition of the body, such as a wound or an internal injury, whether of a minor or serious nature, caused by physical force.
 - 2. The two parties must be:
 - a. Married/formerly married
 - b. Cohabitant/ex---cohabitant
 - c. Have children in common (excludes pregnancy) and there must be visible injury or evidence of internal injury.
- B. Misdemeanor Arrest: --- CPC 243(e)(1)--- Under PC 836(d)(1) & (2) an arrest may be made for any 243(e)(1) violation committed in or out of a deputy's presence. The two parties involved must be:
 - 1. Spouse/former spouse
 - 2. Cohabitant/former cohabitant
 - 3. Have a child in common
 - 4. Engaged/formerly engaged

Memo – Domestic Violence Handling, Reporting an Response

5. Dating/formerly dating

III. Reporting: CPC 13730(a) mandates documentation of all incidents involving domestic violence.

A. Deputies shall write a report in all incidents involving domestic violence.

1. A domestic violence supplemental report must be written for both verbal and physical reported incidents of domestic violence.
2. CPC 293a mandates that victims of felony domestic violence and stalking must be advised of their confidentiality rights. If a victim requests confidentiality, a confidentiality form must accompany the report.

IV. Verification of Restraining Orders:

- A. The deputy shall ascertain if a restraining order is valid by calling teletype to confirm all conditions (view on MDC/ELETE)

V. Arrest Criteria and Enforcement Procedures

A. A violation of a restraining order is a misdemeanor under either PC 276.2 or PC 166.4. CPC 836(c)(1) states that a deputy must arrest when probable cause to believe a violation of this section occurs whether or not in the deputy's presence. An arrest must be made when:

1. When the order and proof of service has been verified.
2. The complainant produces a valid copy of the order bearing a file stamp of a court and proof of service.
3. The order has been verified and the order states the suspect was personally present when the order was made.
4. The order has been verified, and the suspect has been previously admonished by a deputy.
5. The deputy has applied for and been issued an Emergency Protective Order and in aggravated cases, must enforce the order immediately.

B. When a deputy cannot verify proof of service, the deputy shall:

1. Inform the subject of the terms of the order.
2. Admonish the subject that an order is in effect, the terms of the order, and that the violation of the order will result in arrest.

C. When a deputy encounters a situation in the field where the Sheriff's Department doesn't have a copy of the restraining order or file and the victim/informant has one in their possession, the deputy should get a copy and attach to their report.

VI. Emergency Protective Orders Family Code 6250

A. An Emergency Protective Order (EPO) is an ex-parte (without prior knowledge) restraining order issued by telephone by the on-call Judge. A judicial officer may issue an EPO when:

1. A person is in immediate and present danger of domestic violence, based on the person's allegation of a recent incident of abuse or threat of abuse or \
2. A child is in immediate and present danger of abuse by a family member or
3. Child abduction or

Memo – Domestic Violence Handling, Reporting an Response

4. Stalking (DV and non---DV)

B. Obtaining an EPO

1. Fill out items 1---7 on the top of the EPO form. Question 3 is the most complicated and should be answered on a separate sheet of paper before talking to the magistrate, in case the magistrate wishes to make changes.
2. Space for answering questions 8---11 is limited, so you should not fill them in until after you have spoken to the magistrate.
3. In cases where the magistrate denies the EPO, the magistrate's name must still be printed on line 7 along with the date and time. At the bottom again print the magistrate's name and "EPO denied". The deputy must sign the EPO with the magistrate still on the phone.
4. An EPO expires either at the close of business on the fifth court business day after it was issued, or on the seventh calendar day, whichever comes first. This date must be inserted by the deputy in the small box under question number eight.

VII. Serving the Emergency Protective Order

- A. Serve the "restrained party" with the EPO, and fill out the "proof of Service" at the bottom. It is a good idea to have them sign in the margin as proof they were served. The EPO is Not valid unless it is served. Upon service of the Domestic Violence Protective Order the deputy will request the immediate surrender of all firearms in the served subjects possession or control. The deputy will provide a property receipt for all relinquished weapons. If the restrained person is not there, an attempt must be made to find him/her. The victim cannot serve the EPO.

- B. Give the canary copy to the person restrained, and the pink copy to the person protected. Give the protected person the phone number to CSP, Domestic Violence Assistance Program 24 hour recorded info line for TRO's 714) 935---7956.

VIII. After an EPO is issued the following steps MUST be done by end of shift for both served and un--served:

- A. Fax to Domestic Violence Registry (714) 547---2409
- B. Fax to teletype (714) 834---6478
- C. Leave original and one copy of report at the designated collection point
- D. Complete an ICR if a crime was committed or a Follow---up Report if no crime was committed.

IX. Types of Restraining Orders

- A. The most common order is the Temporary Restraining Order, under the Domestic Violence Prevention Act.

Memo – Domestic Violence Handling, Reporting an Response

1. Temporary Orders issued under the domestic Violence Act are granted for emergency protection from violence, Permanent orders can be granted at a hearing scheduled within 25 days from the date temporary orders are issued. Permanent orders are good for up to 3 years and there is no fee to file under the Domestic Violence Prevention Act.

2. In order for a citizen to obtain a Temporary Restraining Order they must go to the LAMOREAUX JUSTICE CENTER located at 341 The City Drive in Orange, during normal court hours. Make sure to tell the citizen that obtaining the order is an all---day process which begins in the morning. Assistance is available through the Domestic Violence Assistance Program located in the Justice Center in room C---705, from 0800 to 1230. The office will assist in preparing the paperwork prior to the 1330 court time. A four---hour prior notice from the protected person to the restrained person is required by the court. The citizen may give this notice by phone giving the restrained person the date, time (1330), place (LAMOREAUX JUSTICE CENTER, ORANGE) and the reason for the court appearance.

B. Family Law Act Restraining Orders are required when there is violence, and a divorce, legal separation, or paternity action has been filed in Orange County. The staff at the Domestic Violence Assistance Program can offer referrals for legal assistance but CANNOT OFFER LEGAL ADVICE. However, the staff can arrange appointments with volunteer attorneys, who are generally available Monday or Thursday mornings by appointment only. There is a fee to file under the Family Law Act. This fee can be waived if financial circumstances dictate, and a fee Waiver form is submitted.

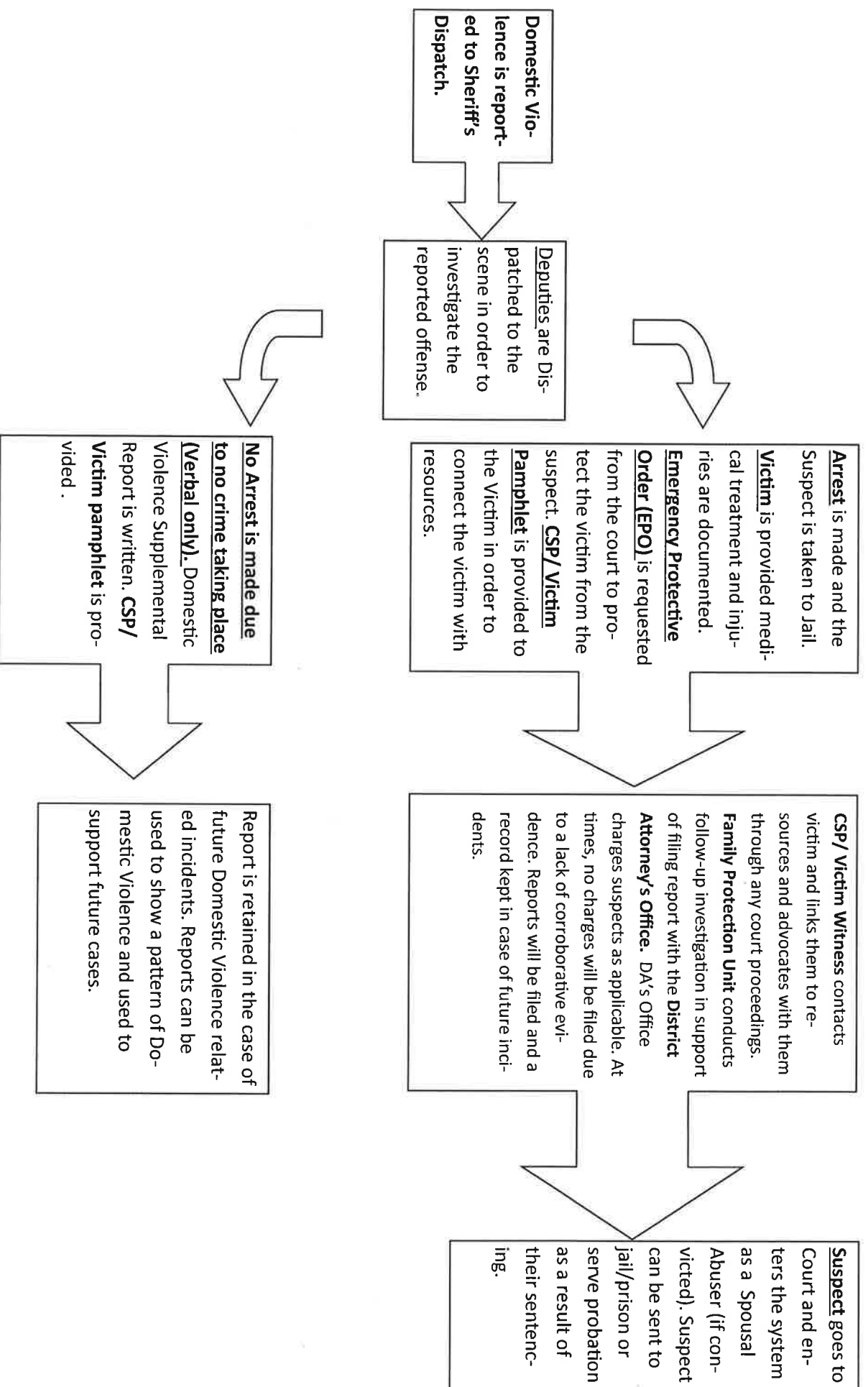
C. A Civil Injunction Against Harassment is a restraining order which addresses “knowing and willful course of conduct directed at a specific person which seriously harms, annoys, or harasses such a person, and which serves no legitimate purpose. It must be such as would cause a reasonable person to suffer substantial emotional distress” These orders are designed to be issued when the dispute involves a neighbor, co--- worker, or other non---related person; violence is not necessarily a factor. The Domestic Violence Assistance Program DOES NOT ASSIST with these orders. Forms must be typed, and a filing fee of \$182 is required, unless a waiver of court fees is submitted to the court. Forms and instruction booklets are available through the County Clerk’s office.

D. When a citizen is given an emergency protective order they should also be reminded that the EPO is only for a short time and that if they need longer protection they can obtain either a Temporary Restraining Order or ultimately a Permanent Restraining Order.

Exhibit C

Domestic Violence Flowchart

Domestic Violence Flowchart





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: NOVEMBER 25, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: COUNCIL MEMBER KOGERMAN

ISSUE: SUPPORT FOR COUNCIL MEMBER KOGERMAN FOR ELECTION TO THE ORANGE COUNTY COUNCIL OF GOVERNMENTS (OCCOG) DISTRICT 13 AND THEREBY REGION 13 REPRESENTATIVE TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

RECOMMENDATION: THAT THE CITY COUNCIL: (1) EXPRESS ITS SUPPORT OF COUNCIL MEMBER KOGERMAN AS AN EFFECTIVE LEADER TO REPRESENT THE CONCERNS AND OPINIONS OF DISTRICT 13 CITIES; (2) AS INDIVIDUAL COUNCIL MEMBERS ENDEAVOR TO ATTEND THE OCCOG ELECTION MEETING; AND (3) AS INDIVIDUALS ENCOURAGE THE SUPPORT AND ATTENDANCE OF COUNCIL MEMBERS FROM THE VARIOUS DISTRICT 13 CITIES.

SUMMARY:

The position of OCCOG District 13 Representative is now vacant. District 13 comprises the cities of Laguna Hills, Laguna Woods, Lake Forest, Mission Viejo and Rancho Santa Margarita and must be represented by an elected official from one of these cities. OCCOG District Representatives comprise the Board of Directors of OCCOG and represent OCCOG at SCAG. In mid-December, OCCOG is expected to notify all City Council Members in District 13 of the vacancy, to be filled at an election and voted upon by all Council Members present from District 13 cities at a time to be announced and in time for the new representative to be present at the February SCAG meeting.

BACKGROUND:

Council Member Kogerman was first elected to the City Council in 2010. Since that time she has become well known and respected among fellow Council Members in District 13. As Mayor in 2013, she attended regular meetings of other South County Mayors. She has been supported by other South County Representatives for appointment to Local Agency Formation Commission (LAFCO) because of her familiarity with regional development. She has served on regional boards such as the County Library Board and Vector Control.

She regularly attends meetings of the ACC-OC and League of California Cities, including membership on the ACC-OC's citizen engagement committee. She has been encouraged by Council Members from District 13 cities to seek this position. Council Member Kogerman has the time to devote to the position which requires monthly meetings of OCCOG in Santa Ana and monthly, frequently lengthy meetings of SCAG in Los Angeles. The position is now vacant due to the failure of the previous District 13 Representative to be re-elected.