
**CITY COUNCIL
REGULAR
MEETING**



**OCTOBER 11, 2011
7:00 PM**

AGENDA

L. Allan Songstad, Jr., Mayor

**Melody Carruth, Mayor Pro Tempore
Randal Bressette, Council Member**

**Barbara Kogerman, Council Member
Joel Lautenschleger, Council Member**

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

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

1. PRESENTATIONS AND PROCLAMATIONS

1.1 TEN YEAR ANNIVERSARY AWARD

RECOMMENDATION: THAT MAYOR SONGSTAD RECOGNIZE BOB HUFNAGLE, ASSISTANT BUILDING OFFICIAL/SENIOR BUILDING INSPECTOR, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

**1.2 RECOGNITION OF PARKS AND RECREATION COMMISSIONER
CAROL MEYERS**

RECOMMENDATION: THAT MAYOR SONGSTAD PRESENT A CERTIFICATE OF RECOGNITION TO CAROL MEYERS RECOGNIZING HER SERVICE TO THE CITY.

1.3 PROCLAMATION, FIRE PREVENTION WEEK, OCTOBER 9, 2011,
THROUGH OCTOBER 15, 2011

RECOMMENDATION: THAT MAYOR SONGSTAD PRESENT A PROCLAMATION TO BATTALION CHIEF ART NEVAREZ FROM THE ORANGE COUNTY FIRE AUTHORITY, STATION 22, PROCLAIMING OCTOBER 9, 2011 THROUGH OCTOBER 15, 2011, AS FIRE PREVENTION WEEK.

2. PUBLIC COMMENTS

This is the appropriate time for members of the public to make comments regarding items listed on the Consent Calendar and issues not listed on the Agenda. Any person wishing to address the City Council on any matter, whether or not it appears on this Agenda, is asked to complete a "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. No action will be taken on any items not on the Agenda unless the City Council makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda.

There will be a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a time limit of thirty minutes for the Public Comments portion of the Agenda.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

3. MINUTES

3.1 REGULAR MEETING, SEPTEMBER 27, 2011

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE SEPTEMBER 27, 2011, REGULAR MEETING.

4. CONSENT CALENDAR

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

- 4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING OF ORDINANCES AND RESOLUTIONS.

- 4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED OCTOBER 11, 2011

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$251,906.04.

- 4.3 MANAGEMENT AGREEMENT WITH ESSEX REALTY MANAGEMENT, INC., FOR PROPERTY MANAGEMENT SERVICES OF THE LAGUNA HILLS COMMUNITY CENTER

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE THE MANAGEMENT AGREEMENT WITH ESSEX REALTY MANAGEMENT, INC., FOR PROPERTY MANAGEMENT SERVICES OF THE COMMUNITY CENTER.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

- 5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

- 5.2 PUBLIC COMMENTS

This is the appropriate time for members of the public to make comments regarding issues not listed on the Agenda. Any person wishing to address the Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a "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 Planning Agency.

- 5.3 MINUTES

- 5.3.1. REGULAR MEETING, SEPTEMBER 27, 2011

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE SEPTEMBER 27, 2011, REGULAR MEETING AS REFERENCED IN ITEM 3.1, BEGINNING ON PAGE 3.

5.4 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.1.1 ORANGE COUNTY PEACE OFFICERS' MEMORIAL

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING THE EXPENDITURE OF FUNDS TO THE ORANGE COUNTY SHERIFF'S ADVISORY COUNCIL FOR A NEW PEACE OFFICERS' MEMORIAL IN RESPONSE TO A REQUEST FOR COMMUNITY ASSISTANCE FUNDING.

7.2 Public Services Director

7.2.1 INTENT TO VACATE PUBLIC SERVICE EASEMENTS (SPECIFIED LANDSCAPE EASEMENTS COMMONLY KNOWN AS "TREE POCKETS") ALONG THE SOUTHWESTERLY SIDE OF PASEO DE VALENCIA BETWEEN ALICIA PARKWAY AND LA PAZ ROAD

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON PUBLIC SERVICE EASEMENTS CONSISTING OF SPECIFIED TREE POCKET LANDSCAPE EASEMENTS DEDICATED WITHIN TRACT MAP NOS. 9035 AND 9403 AND SETTING A PUBLIC HEARING THEREON.

8. OTHER BUSINESS

9. MATTERS PRESENTED BY MAYOR AND COUNCIL MEMBERS

10. CLOSED SESSION

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

10.1 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Section 54957.6 of the California Government Code
Agency Designated Representative: Daniel C. Cassidy, City Council Designee
Under Negotiation: Terms and Conditions of Employment

10.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b)(1) and (b)(3)(A) of Section 54956:9: 1 potential case.

Reconvene in regular session in the City Council Chamber.

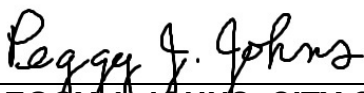
Report on whether any reportable action was taken on matters considered during Closed Session.

ADJOURNMENT

The next Regular Meeting of the City Council will be October 25, 2011, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by October 7, 2011, at 5:00PM.



PEGGY J. JOHNS, CITY CLERK

October 7, 2011

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 OF LAGUNA HILLS

AGENDA REPORT CITY CLERK

ISSUE: TEN YEAR ANNIVERSARY AWARD

SUMMARY:

At this meeting, Mayor Songstad will recognize Bob Hufnagle, Assistant Building Official/Senior Building Inspector, for ten years of service to the City of Laguna Hills. Bob was first hired by the City as a Building Inspector/Counter Technician on October 1, 2001. On October 1, 2002, he advanced to Senior Building Inspector, and on July 1, 2006, Bob was promoted to his current position of Assistant Building Official/Senior Building Inspector.

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.

RECOMMENDATION: THAT MAYOR SONGSTAD RECOGNIZE BOB HUFNAGLE, ASSISTANT BUILDING OFFICIAL/SENIOR BUILDING INSPECTOR, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

BOB HUFNAGLE **Assistant Building Official/ Senior Building Inspector** **Ten Year Service Award**

WHEREAS, Bob Hufnagle has served as a full time employee for the City of Laguna Hills since October 1, 2001; 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, Bob Hufnagle has served the City of Laguna Hills in a professional, caring, and conscientious manner for ten years; and

WHEREAS, Bob'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 Bob's service to the City.

NOW, THEREFORE, I, L. Allan Songstad, Jr., Mayor, on behalf of the City Council, do hereby express appreciation to Bob Hufnagle for ten years of service to the City of Laguna Hills.

Dated this 11th day of October 2011.

L. ALLAN SONGSTAD, JR., MAYOR

CITY OF LAGUNA HILLS

AGENDA REPORT CITY CLERK

**ISSUE: RECOGNITION OF PARKS AND RECREATION COMMISSIONER
 CAROL MEYERS**

SUMMARY:

Carol Meyers, Parks and Recreation Commissioner, has resigned her position on the Parks and Recreation Commission effective October 10, 2011, due to her relocation out of the City of Laguna Hills. Carol was appointed to the Parks and Recreation Commission on January 20, 2009, and took her Oath of Office on January 27, 2009. It is in order to recognize Carol Meyers for her service to the City of Laguna Hills.

**RECOMMENDATION: THAT MAYOR SONGSTAD PRESENT A CERTIFICATE OF
RECOGNITION TO CAROL MEYERS RECOGNIZING HER SERVICE TO THE CITY.**

ATTACHMENT:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION
CAROL MEYERS
PARKS AND RECREATION COMMISSIONER

WHEREAS, Carol Meyers was appointed to the Parks and Recreation Commission on January 20, 2009, took her Oath of Office on January 27, 2009, and has served as Commissioner through October 10, 2011; and

WHEREAS, Carol Meyers has displayed outstanding leadership throughout her term as a Parks and Recreation Commissioner; and

WHEREAS, Carol Meyers has served on the Parks and Recreation Commission with dedication and distinction.

NOW, THEREFORE, I, L. Allan Songstad, Jr., Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize and thank Carol Meyers, for her distinguished service to the community and commend her for the manner in which she has carried out her duties as Parks and Recreation Commissioner.

Dated this 11th day of October 2011.

L. ALLAN SONGSTAD, JR., MAYOR

CITY OF LAGUNA HILLS

AGENDA REPORT CITY CLERK

**ISSUE: PROCLAMATION, FIRE PREVENTION WEEK, OCTOBER 9, 2011,
THROUGH OCTOBER 15, 2011**

SUMMARY:

Each year, the National Fire Protection Association designates one week in October dedicated to fire prevention. Fire Prevention Week was established to commemorate the Great Chicago Fire of 1871. This week is sponsored by fire departments throughout the nation in an effort to bring to focus the importance of fire safety in the home and in the community. This year's "Fire Prevention Week" theme is "Protect Your Family from Fire" which focuses on planning ahead and integrating simple things into your everyday life. Battalion Chief Art Nevarez from the Orange County Fire Authority will be present at the meeting to receive the Proclamation.

RECOMMENDATION: THAT MAYOR SONGSTAD PRESENT A PROCLAMATION TO BATTALION CHIEF ART NEVAREZ FROM THE ORANGE COUNTY FIRE AUTHORITY, STATION 22, PROCLAIMING OCTOBER 9, 2011 THROUGH OCTOBER 15, 2011, AS FIRE PREVENTION WEEK.

PROCLAMATION
FIRE PREVENTION WEEK
OCTOBER 9, 2011, THROUGH OCTOBER 15, 2011

WHEREAS, the Orange County Fire Authority is committed to ensuring the safety and security of all those living in and visiting within our jurisdiction; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk to fire; and

WHEREAS, fires in homes cause an average of 2,650 civilian deaths, 12,980 civilian injuries, and \$7.1 billion in direct property damage per year; and

WHEREAS, installing systems such as smoke alarms and residential fire sprinklers, as well as identifying potential hazards can reduce the risk of home fires and property loss, injury or death due to fire; and

WHEREAS, Orange County Fire Authority's first responders and Fire Prevention and Education staff are dedicated to reducing the occurrence of home fires and home fire deaths and injuries through prevention and proper education; and

WHEREAS, this year's "Fire Prevention Week" theme is "Protect Your Family From Fire," which focuses on how to protect your family from fire by planning ahead and integrating simple things into your everyday life.

NOW, THEREFORE, I, L. Allan Songstad, Jr., Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim the week of October 9, 2011, through October 15, 2011, as "Fire Prevention Week" and encourage all residents to protect their homes and families by heeding the potentially life-saving messages of "Fire Prevention Week" and to support the many activities and efforts of the Orange County Fire Authority's fire and emergency services.

Dated this 11th day of October 2011.

L. ALLAN SONGSTAD, JR., MAYOR

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
SEPTEMBER 27, 2011**

CALL TO ORDER

Mayor Songstad called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: Council Member Lautenschleger

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Songstad, Mayor Pro Tempore Carruth, Council Member Bressette, Council Member Kogerman, and Council Member Lautenschleger

STAFF PRESENT: Bruce Channing, City Manager; Donald White, Assistant City Manager; Peggy Johns, City Clerk; Greg Simonian, City Attorney; Ken Rosenfield, Public Services Director/City Engineer; Vern Jones, Community Development Director; Steve Doan, Chief of Police Services; David Reynolds, Deputy City Manager; Ron Roberts, Battalion Chief, Orange County Fire Authority; Dan Meehan, Community Services Superintendent; Arman Tarzi, Administrative Intern; and Sandi Mogan, Deputy City Clerk.

1. PRESENTATIONS AND PROCLAMATIONS

There were no Presentations and Proclamations.

2. PUBLIC COMMENTS

There were no Public Comments.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON (0930-40)

City Council received an oral report from Laguna Hills High School Student Liaison Kylie West.

3. MINUTES

3.1 REGULAR MEETING, SEPTEMBER 13, 2011 (0410-50)

**Motion to approve the minutes of the September 13, 2011, regular meeting by m/Mayor Pro Tempore Carruth, s/Council Member Kogerman.
Approved by a vote of 4-0-1 (Council Member Bressette abstained).**

4. CONSENT CALENDAR

**Motion to approve the Consent Calendar, by m/Mayor Pro Tempore Carruth, s/Council Member Bressette, with Mayor Pro Tempore Carruth removing Item No. 4.3, and Council Member Kogerman removing Item No. 4.4.
Approved by a vote of 5-0.**

4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

Waived reading of Ordinances and Resolutions.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED SEPTEMBER 27, 2011 (0300-30)

Approved the Warrant Register in the amount of \$994,126.77.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.3 PROGRESS PAYMENT NO. 6 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159 (0400-10)

Mayor Pro Tempore Carruth asked if the City could have any impact on the type of landscaping at this project. Mayor Pro Tempore Carruth would like to request evergreens or pepper trees native to California that complied with the City's typical landscape palette.

Public Services Director Rosenfield stated that the landscaping plan was designed according to CalTrans standards and their approved palette of materials. In the case of the Hills Hotel, there were a number of trees scheduled to be removed at the top of the slope and replaced with lower growing shrubs/trees, mid-slope level. Mr. Rosenfield could bring back the exact types of plants at a later date. Within fairly restrictive guidelines, the City could influence minor plant changes.

Motion to approve Progress Payment No. 6, in the net amount of \$191,242.54, to SEMA Construction, Inc., for the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, by m/Mayor Pro Tempore Carruth, s/Council Member Lautenschleger.

Approved by a vote of 5-0.

4.4 CONTRACTS WITH COUNTY OF ORANGE AND AGE WELL SENIOR SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2011-2012 (0400-10)

Council Member Kogerman requested the cost for City staff to apply and administer grant projects such as this.

Assistant City Manager White indicated that the City had not done a cost accounting of how many hours were actually spent by staff, but estimated a cost of approximately \$5,000 for this project.

Motion to approve individual contracts with the County of Orange and Age Well Senior Services for utilization of Community Development Block Grant (CDBG) funds for Fiscal Year 2011-2012; and authorized the Mayor and City Manager to execute the contracts, by m/Council Member Kogerman, s/Mayor Pro Tempore Carruth.

Approved by a vote of 5-0.

5. PLANNING AGENCY

Mayor Songstad recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:12 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Songstad, Vice Chair Carruth, Agency Member Bressette, Agency Member Kogerman, and Agency Member Lautenschleger

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES OF THE SEPTEMBER 13, 2011, REGULAR MEETING
(0120 -10)

Motion to approve the minutes of the September 13, 2011, regular meeting as referenced in Item 3.1 beginning on Page 3, by m/Vice Chair Carruth, s/Agency Member Lautenschleger.

Approved by a vote of 4-0-1 (Agency Member Bressette abstained.)

5.4 ADMINISTRATIVE REPORTS

5.4.1. CHANGED PLAN APPLICATION NO. 06-11-1985, A REQUEST BY AT&T TO EXPAND THE EXISTING WIRELESS COMMUNICATIONS FACILITY LOCATED AT 25131 COSTEAU STREET IN THE (NMU) NEIGHBORHOOD MIXED USE ZONING DISTRICT (0610-55)

Motion to continue this agenda item to the regular meeting of October 25, 2011, by m/Agency Member Bressette, s/Vice Chair Carruth.

Approved by a vote of 5-0.

5.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Songstad reconvened the City Council meeting at 7:13 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

There were no Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 Assistant City Manager

7.2.1. COYOTE RESPONSE EFFORTS (0200-20)

Motion to receive and file the report on coyote response efforts, by m/Council Member Kogerman, s/Mayor Pro Tempore Carruth.

Approved by a vote of 5-0.

7.3 City Clerk

7.3.1. UNSCHEDULED COMMISSION VACANCY - CAROL MEYERS, PARKS AND RECREATION COMMISSION; LETTER OF RESIGNATION (0120-20)

The City Council accepted the Resignation of Carol Meyers, Parks and Recreation Commissioner, effective October 10, 2011, by m/Council Member Bressette, s/Mayor Pro Tempore Carruth.

Approved by a vote of 5-0.

Selected Alternative 2 to direct the City Clerk to post/advertise the Special Notice of Vacancy for a period of 30 days, proceed with the appointment process to fill the unscheduled vacancy on the Parks and Recreation Commission, and call for an Adjourned Regular Meeting on November 16, 2011, to conduct the Commission interviews, by m/Council Member Bressette, s/Mayor Pro Tempore Carruth.

Approved by a vote of 5-0.

7.4 Deputy City Manager/Community Services

7.4.1. RECREATION CLASS REGISTRATION TREND UPDATE REPORT (0900-30)

Received and filed the report and authorized staff to adjust the non-resident fee for contract instructor classes from \$10 to \$5, by m/Council Member Bressette, s/Mayor Pro Tempore Carruth.

Approved by a vote of 5-0.

8. OTHER BUSINESS

8.1 COUNCIL MEMBER KOGERMAN

8.1.1. AN ORDINANCE OF THE CITY COUNCIL ESTABLISHING CITY PARKS AS "CHILD SAFETY ZONES" WHERE REGISTERED SEX OFFENDERS ARE PROHIBITED FROM ENTERING WITHOUT WRITTEN PERMISSION (0270-05)

Susan Schroeder, representative of the Orange County District Attorney's office, spoke on the merits of establishing City Parks as "Child Safety Zones."

Kelly Hagins, Lake Forest, spoke on establishing City Parks as "Child Safety Zones."

That the City Council direct the City Attorney to provide at the October 11, 2011, City Council Meeting a draft Ordinance establishing City Parks as "Child Safety Zones" where registered sex offenders are prohibited from entering without written permission from the Orange County Sheriff or her designee, by m/Council Member Kogerman, s/Council Member Bressette.

No vote was taken on this motion.

Substitute motion that the City Council direct staff to contact ACC-OC to request that this item be agendaized for discussion with their organization, and direct the City Attorney to return with a complete staff report to the City Council at the first meeting in November, with options for deliberation by the City Council, and bring forward examples of Ordinances from other cities (Tustin, Orange, and Irvine), and include input by the Orange County Sheriff. Once decided in favor of the version of the Ordinance acceptable to City Council, then staff would be authorized to conduct outreach with Homeowners Associations in the City, by m/Mayor Pro Tempore Carruth, s/Mayor Songstad.

Approved by a vote of 5-0.

9. MATTERS PRESENTED BY MAYOR AND COUNCIL MEMBERS

MAYOR SONGSTAD

Mayor Songstad reported on his attendance at the League of California Cities Annual Conference held in San Francisco, California, on September 21-23, 2011, and highlighted a few of the seminars he attended.

COUNCIL MEMBER LAUTENSCHLEGER

Council Member Lautenschleger indicated he also attended the League of California Cities Annual Conference.

Council Member Lautenschleger thanked the staff for a job well done for the Annual Watershed Clean-Up Day held on September 17, 2011.

10. CLOSED SESSION

PUBLIC COMMENTS

Bill Enholm, Laguna Hills, spoke on the terms and conditions of the City Manager's contract and submitted his detailed comments regarding this item to the City Clerk, and requested that a copy be given to Dan Cassidy, City Council designee.

Mayor Songstad recessed the meeting into Closed Session at 8:57 PM.

10.1 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Section 54957.6 of the California Government Code
Agency Designated Representative: Daniel C. Cassidy, City Council
Designee

Unrepresented Employee: City Manager
Under Negotiation: Terms and Conditions of Employment

10.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b)(1) and (b)(3)(A)
of Section 54956.9: 1 potential case.

Mayor Songstad reconvened the meeting at 10:35 PM. All Council Members were present.

There was no reportable action taken on this item.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Songstad declared the meeting adjourned at 10:35 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

L. ALLAN SONGSTAD, JR., MAYOR

APPROVED AT MEETING OF _____

CITY OF LAGUNA HILLS
AGENDA REPORT
ADMINISTRATIVE SERVICES DEPARTMENT

**ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
 OCTOBER 11, 2011.**

SUMMARY:

In accordance with Government Code Section 37202, the Finance Manager prepares the attached warrant register, which reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies that funds are available 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

10-4-11
DATE

FISCAL IMPACT:

The warrant register total is \$ 251,906.04

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER
IN THE AMOUNT OF \$ 251,906.04.**

ATTACHMENTS:

1. **Warrant Register**

CITY OF LAGUNA HILLS
WARRANT REGISTER
October 11, 2011

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:			
AMERICAN AMBULANCE	Refund, SDPA Fees, CR# 42922	8802072	\$ 87.50
AT&T	Communication Expense, Administrative Services Fax Line, Sep '11	8802073	83.54
DINEEN CORP	Refund, Grading Permit Deposit, CR# 40362	8802101	351.49
DOMINGUEZ, CHRIS	Mileage Reimbursement, Planning, Sep '11	8802103	146.83
EVERBANK COMMERCIAL FINANCE	Lease - Copier, City Hall, Sep '11	8802074	221.04
GIANNIKAS, JOHN	Refund, Duplicate Payment Invoice # 09-039	8802075	183.60
IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Aug '11	8802076	157.47
JONES, VERN	Travel Reimbursement, Planning, Sep '11	8802077	649.85
JONES, VERN	Travel Reimbursement, Planning, Sep '11	8802111	182.22
MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Aug '11	8802078	21,580.45
N8 FILMS	Refund, Encroachment Permit Deposit, CR# 41009	8802117	865.29
REFUND, COMMUNITY SVCS PROGRAM	A. Evans-Smith, V# 2002173.002	8802079	35.00
REFUND, FACILITY RENTAL DEPOSIT	E. Clark, V# 2002156.002	8802080	250.00
REYES, JANICE MATEO	Petty Cash Replenishment, Departmental Operating Expenditures, Sep '11	8802123	841.35
SAN DIEGO GAS & ELECTRIC	Electric Usage, Community Center, Parks and Street Lights, Aug '11	8802081	20,704.81
SMART & FINAL	Program Supplies, Community Services, Aug '11	8802082	757.43
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Aug '11	8802083	564.72
SOUTHERN CALIFORNIA EDISON	Electric Usage, Parks and Traffic Control, Aug '11	8802125	1,356.34
SWAN POOLS	Refund, Pool Bond, CR# 42766	8802126	500.00
THE GAS COMPANY	Gas Usage, Community Center, Aug '11	8802084	82.51
VIGIER, FRANCOIS	Refund, Duplicate Payment Invoice # 09-037	8802085	324.98
WENNERBERG, DANIEL	Refund, SDPA Fees, CR# 41322	8802129	237.50
Total Prepaid Warrants:			\$ 50,163.92

REGULAR WARRANTS:

ANDERSON AUDIO VISUAL - L. P.	Annual Maintenance, Audio Visual System, Council Chambers, 9/15/11 - 09/14/12	8802087	\$ 15,000.00
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**CITY OF LAGUNA HILLS
WARRANT REGISTER
October 11, 2011**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
ATHALYE CONSULTING ENGINEERING	Professional Fees, La Paz Widening @ I-5 CIP # 159	8802088	36,325.00
BEE MAN, THE	Bee Removal, Parks, Sep '11	8802089	689.60
BUREAU VERITAS NORTH AMERICA	Professional Fees, On-Call Inspections, Sep '11	8802090	9,171.00
C & A ATHLETICS	Program Supplies, Community Services, Aug - Sep '11	8802091	1,344.61
C&D ELECTRIC, INC.	Lighting Repairs and Inspections, Parks and Community Center, Aug - Sep '11	8802092	6,259.27
C2 REPROGRAPHICS	Printing Expense Engineering and La Paz Widening @ I-5 CIP # 159	8802093	1,419.33
CALIFORNIA MUN STATISTICS, INC.	Overlapping and Direct Debt Statement 6/30/11, CAFR FY 10/11	8802094	450.00
CALIFORNIA YELLOW CAB	Dial-a-Taxi, Senior Transportation Program, Aug '11	8802095	480.00
CDW GOVERNMENT, INC.	Computer Software, Administrative Services, Sep '11	8802096	251.14
CHARLES ABBOTT ASSOCIATES, INC.	Professional Fees, Plan Checking Services, Aug '11	8802097	9,266.85
CHRISTOPHERSON FIRE PROTECTION	Facility Maintenance, Fire System Testing, Community Center, Sep '11	8802098	110.00
COMPLETE OFFICE OF CALIFORNIA	Office Supplies, Community Center, Sep '11	8802099	82.50
COUNTY CLERK-RECORDER	Recording Fee, Encroachment Agreement, Sep '11	8802100	27.00
DIRECT DOCUMENT SYSTEMS	Printing Expense, Finance Forms	8802102	176.53
ENERGOV SOLUTIONS	Software Maintenance, Community Development, Oct - Dec '11	8802104	3,505.00
GREEN MART, INC.	Operating Supplies, Parks, Sep '11	8802105	409.45
HANSEN, MARIA	Contract Instructor Fee, Zumba Summer Session, Community Services	8802106	201.60
HARTZOG & CRABILL, INC.	Professional Fees, Traffic Engineering and Signal Operations, Aug - Sep '11	8802107	11,803.83
HOGLE-IRELAND, INC.	Professional Fees, General Planning Services, Jul '11	8802108	490.00
JAMEY CLARK, INC.	Miscellaneous Park Repairs and Graffiti Removal, Aug - Sep '11	8802109	677.52
JOE A. GONSALVES & SON	Professional Fees, Legislative Services, Oct '11	8802110	2,900.00
LINDY OFFICE PRODUCTS	Operating Supplies, Sep '11	8802112	77.88
LUCY, STEVEN	Program Expense, Community Services, Oct '11	8802113	450.00
MAILFINANCE, INC.	Lease, Postage Meter, Jul - Sep '11	8802114	339.41
MARTIN LOCK & SAFE CO.	Parks Maintenance, Lock Services, Sep '11	8802115	20.36
MERCURY DISPOSAL SYSTEM, INC.	Professional Fees, Recycling Program, Sep '11	8802116	223.67
NIEVES LANDSCAPE, INC.	Other Assorted Landscape Services, Sep '11	8802118	2,394.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
October 11, 2011**

10/11/2011 ITEM NO. 4.2

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
OFFICE SOLUTIONS	Computer, Office and Operating Supplies, Sep '11	8802120	937.07
ORANGE COUNTY TREASURER	NPDES, Water Quality Program, City's Share, FY 11/12	8802119	5,500.37
ORANGE COUNTY TREASURER	Traffic Signal Maintenance, Jan - May '11	8802127	52,044.60
PAPER RECYCLING SPECIALISTS, INC.	Document Recycling Program, Sep '11	8802121	130.00
RICHARD FISHER ASSOCIATES	Professional Fees, Engineering and On-Call Inspections, Sep '11	8802124	1,494.60
U-HAUL	Program Expense, Community Services, Aug '11	8802128	40.27
WEST COAST ARBORISTS, INC.	Tree Trimming, Aug '11	8802130	11,010.00
WEST PUBLISHING CORPORATION	Subscription, City Clerk, Aug '11	8802131	696.15
WESTERN CHAPTER - ISA	Membership, Parks, 2012	8802132	50.00
WOODRUFF, SPRADLIN & SMART	Professional Fees, Legal Services, Aug '11	8802133	24,808.00
XEROX CORPORATION	Lease - Copier, City Hall, Sep '11	8802134	485.51
Total Regular Warrants:			\$ 201,742.12
**WARRANT REGISTER TOTAL **			\$ 251,906.04

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY SERVICES DEPARTMENT

ISSUE: MANAGEMENT AGREEMENT WITH ESSEX REALTY MANAGEMENT, INC., FOR PROPERTY MANAGEMENT SERVICES OF THE LAGUNA HILLS COMMUNITY CENTER

SUMMARY:

Staff is recommending the property management services of Essex Realty Management, Inc. (Essex), for the property management of the Laguna Hills Community Center. Currently managing the Civic Center property, Essex has done a good job and staff is pleased with their performance. Maintenance and repair oversight duties of the Community Center were assigned to the Community Services Coordinator who resigned in July 2011. The annual cost for Essex's services can be covered by the personnel cost savings derived from this vacancy.

BACKGROUND:

The duties of attending to maintenance and repair of the Community Center facility were assigned to the former Community Services Coordinator position. The individual who was filling this position resigned in July 2011 and at least 50% of his duties were related to property maintenance oversight. Instead of assigning another staff member with the responsibility of managing the maintenance and repair of the Community Center, staff believes that the City would be better served by outsourcing property management oversight to an experienced and reliable property management firm. Staff is recommending the property management services of Essex Realty Management, Inc., for the property management of the Laguna Hills Community Center. Essex Realty Management, Inc., is currently providing property management services at the Civic Center facility and staff is pleased with the company's performance.

The Scope of Work for the Agreement will include the hiring and supervision of all service vendors, including but not limited to: HVAC, Lighting, Pest Control, Facility Maintenance, Elevator Maintenance/Repair, Floor Maintenance, and Window Washing.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE THE MANAGEMENT AGREEMENT WITH ESSEX REALTY MANAGEMENT, INC., FOR PROPERTY MANAGEMENT SERVICES OF THE COMMUNITY CENTER.

Essex Realty will compile detailed facility maintenance records and provide monthly accounting reports to the City. Regular inspections will also be performed with staff to address any maintenance or repair needs.

The proposed Agreement, if approved, will begin on October 15, 2011, and will conclude at the end of the current budget cycle unless earlier terminated by either party.

FISCAL IMPACT:

The City will be billed \$3,250 per month for an annual cost of \$39,000 for Essex Realty Management, Inc., services. This cost can be absorbed into the Community Services Department budget by utilizing the approximate \$108,000 in personnel savings from the vacated Community Services Coordinator position.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE THE MANAGEMENT AGREEMENT WITH ESSEX REALTY MANAGEMENT, INC., FOR PROPERTY MANAGEMENT SERVICES OF THE COMMUNITY CENTER.

ATTACHMENTS:

- Management Agreement with Essex Realty Management, Inc.

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is executed on _____ 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

employees, or any independent contractor engaged by Agent including, without limitation, any bad faith breach of the provisions of this Agreement.

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.

ARTICLE VII

MISCELLANEOUS

7.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns; provided that Agent shall not be permitted to assign this Agreement without the prior written consent of Owner.

7.2. The exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof.

7.3. This Agreement constitutes the entire Agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement. This Agreement may not be amended or modified except in writing executed by all of the parties hereto.

7.4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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 Owner: The City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Attn: Bruce Channing – City Manager

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

or to such other address as either party shall hereafter designate by notice to the other as herein provided.

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

"Agent"

ESSEX REALTY MANAGEMENT, INC.

By: _____
Jim Neiger
President

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.

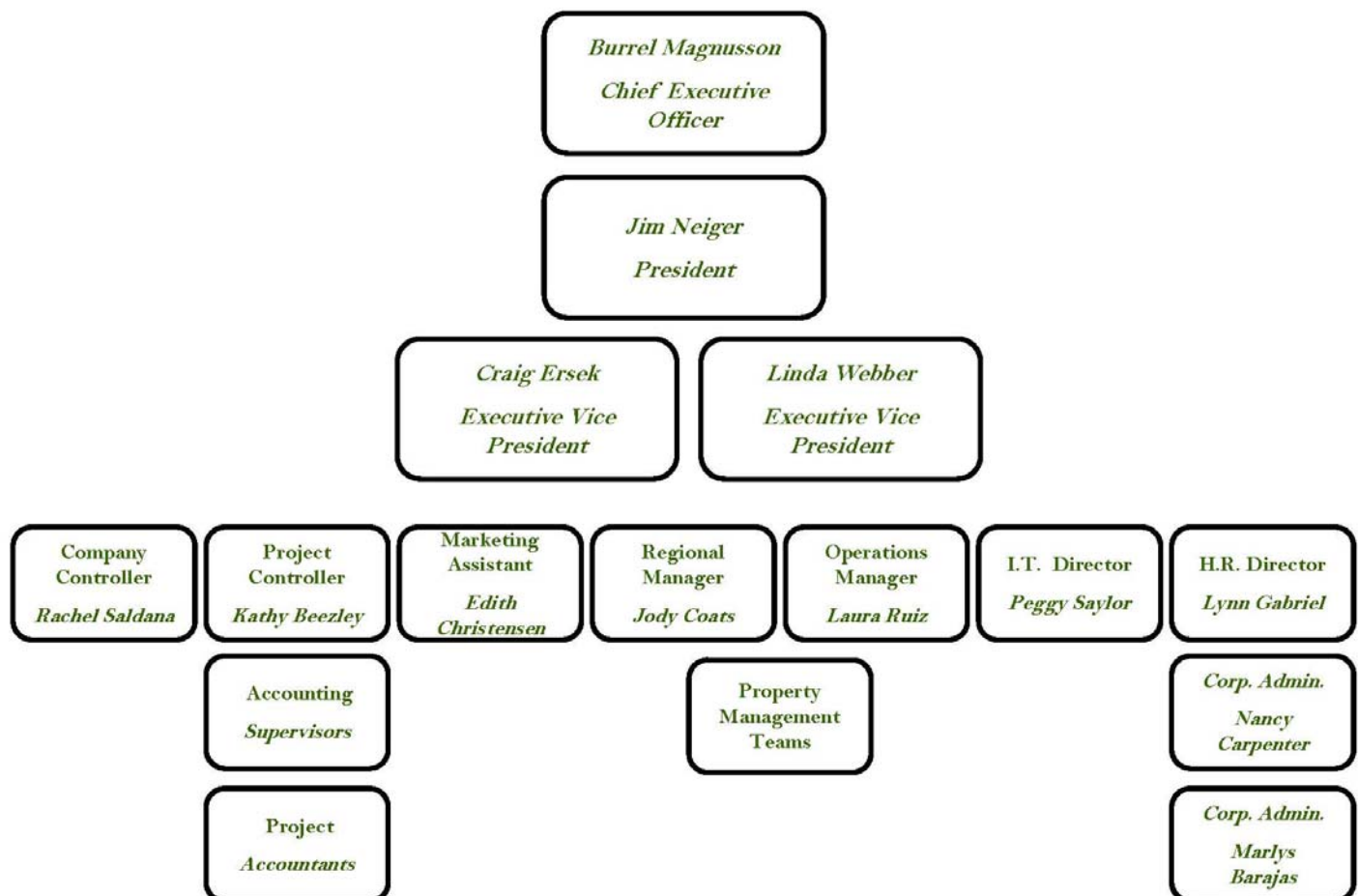
PROFESSIONAL ACCREDITATION

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).

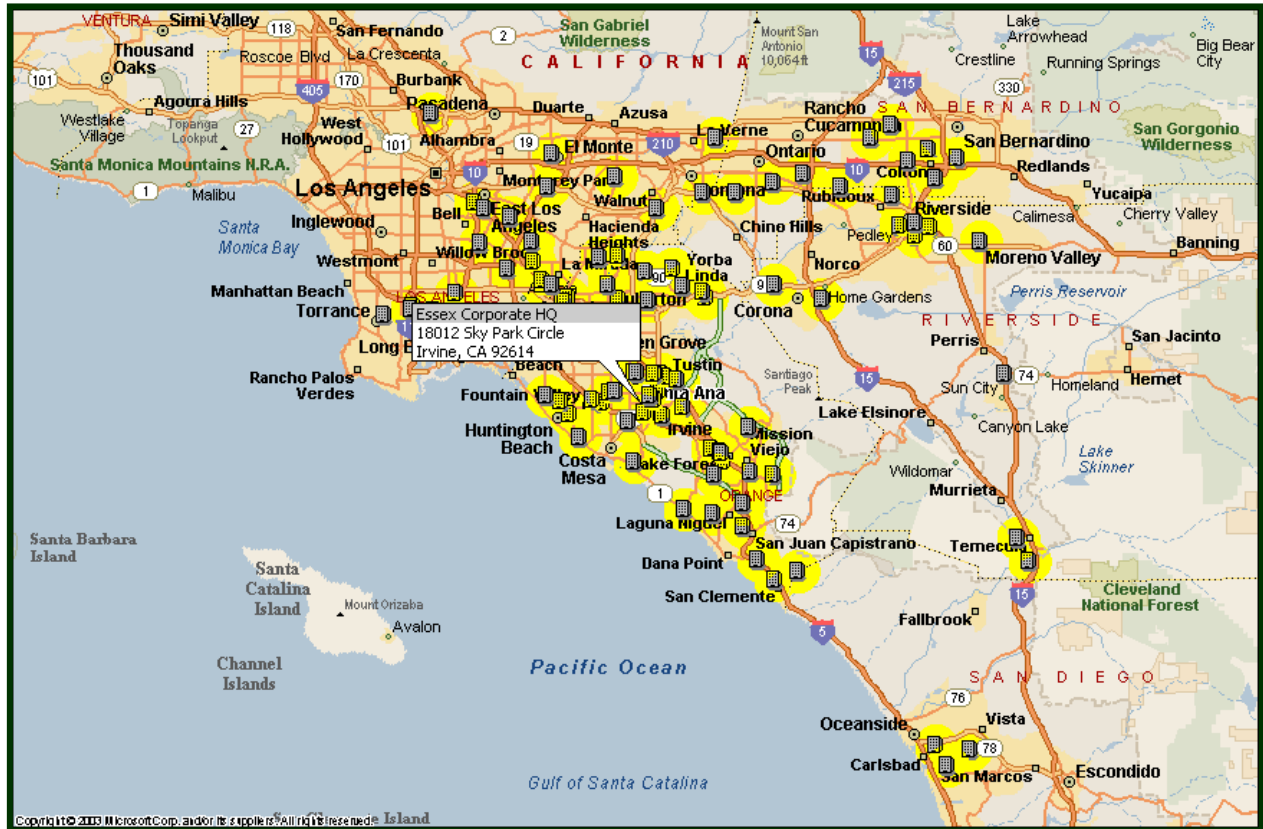
To further this effort, members of the Essex team are also active in the Urban Land Institute (ULI), the National Association of Industrial and Office Parks (NAIOP), the Institute of Real Estate Management (IREM), the International Council of Shopping Centers (ICSC), and the Building Owners and Managers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



lruiz@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
Irvine, CA 92614

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



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

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



bmagnusson@essexrealty.com
T 1.949.798.8100
F 1.949.798.5904
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

AGENDA REPORT ADMINISTRATIVE SERVICES DEPARTMENT

ISSUE: ORANGE COUNTY PEACE OFFICERS' MEMORIAL

SUMMARY:

The current monument honoring fallen peace officers in Orange County is no longer sustainable. Therefore, the Orange County Sheriff's Advisory Council has taken the lead in designing and creating a new Orange County Peace Officers' Memorial, to be located at the Orange County Sheriff's Training Facility in Tustin. With the property rights secured and a concept design developed, the Orange County Sheriff's Advisory Council is now seeking monetary support for the project from the City of Laguna Hills.

BACKGROUND:

In 1986, a memorial was created in the Santa Ana Civic Center's Plaza of the Flags in honor of all forty-nine (49) peace officers who have died in the line of duty within Orange County. This monument, which was designed and built to last about twenty (20) years, has stood for over twenty-five (25) years. It is made of materials that are no longer available and is constantly in need of repair. Thus, this monument is no longer a viable location for a memorial to the men and women of law enforcement.

The Orange County Sheriff's Advisory Council has taken the lead in designing and creating a new Orange County Peace Officers' Memorial. This new memorial honors and celebrates the lives of Orange County peace officers who have given their lives in the line-of-duty. The memorial is to be located at the Orange County Sheriff's Training Facility in Tustin on the former air base.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING THE EXPENDITURE OF FUNDS TO THE ORANGE COUNTY SHERIFF'S ADVISORY COUNCIL FOR A NEW PEACE OFFICERS' MEMORIAL IN RESPONSE TO A REQUEST FOR COMMUNITY ASSISTANCE FUNDING."

The design of the memorial is befitting of the sacrifices made by our courageous peace officers and their families, friends, and working partners. Features included in the new monument are:

- Bronze statues
- Raised platforms
- Eternal flame
- Reflection pools
- Fountains
- Shaded walkway (known as the "*Walk of Heroes*")
- Three large walls -
 - Two of the walls hold plaques and names of the current fallen heroes and those to be added in the future.
 - The third wall is a "history" wall, depicting the history of peace officers in Orange County, sculpted with a tying-theme that is the American Flag.

The design also includes multiple areas and opportunities honoring the donors who will help make this monument a reality.

For the past two-years, the Orange County Sheriff's Advisory Council has worked hard to secure the rights to the property, develop a concept design and win approval of the working blueprint for the construction from the California Division of State Architect. They have now moved into the next phase of the project, which is raising the necessary funds to build the new monument. The current estimated cost to build the monument is \$1.5 million dollars.

The Orange County Sheriff's Advisory Council is seeking monetary support for the project from the City of Laguna Hills, which contracts law enforcement services from the Orange County Sheriff's Department. In this effort, they have contacted the City and have provided a DVD that includes a detailed presentation of the new memorial. The City Council has approved such donations for memorials in the past, including \$5,000 for the Saddleback College Veterans Memorial. The City Council also approved an initial \$5,000 donation to the Orange County Fire Authority's Fallen Fighter Memorial, later adding an additional \$2,500 that allowed the City to be listed on the memorial wall. The final contribution amount to the Orange County Fire Authority's Fallen Fighter Memorial totaled to \$7,500.

FISCAL IMPACT:

The suggested cost of funding this recommendation is \$7,500.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING THE EXPENDITURE OF FUNDS TO THE ORANGE COUNTY SHERIFF'S ADVISORY COUNCIL FOR A NEW PEACE OFFICERS' MEMORIAL IN RESPONSE TO A REQUEST FOR COMMUNITY ASSISTANCE FUNDING."

ATTACHMENTS:

- Exhibit A: Resolution
- Exhibit B: DVD entitled "The New Peace Officers' Memorial"

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, AUTHORIZING THE
EXPENDITURE OF FUNDS TO THE ORANGE COUNTY
SHERIFF'S ADVISORY COUNCIL FOR A NEW PEACE
OFFICERS' MEMORIAL IN RESPONSE TO A REQUEST
FOR COMMUNITY ASSISTANCE FUNDING

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

WHEREAS, everyday peace officers face danger in enforcing the law, preventing crime, and saving lives, with some officers paying the ultimate sacrifice while in service to others; and

WHEREAS, the current community monument dedicated to fallen peace officers, located in the Plaza of the Flags in Santa Ana, is no longer viable due to continuous deterioration and unsustainable maintenance; and

WHEREAS, the City Council of the City of Laguna Hills has been contacted by the Orange County Sheriff's Advisory Council to join and assist in raising community funds needed to permanently construct a new Peace Officers' Memorial to be located at the Orange County Sheriff's Training Facility, which will be open to the public, including the residents of the City of Laguna Hills; and

WHEREAS, the Orange County Sheriff's Advisory Council has solicited and received contributions to construct this memorial from private as well as public sources, including private citizens, cities, and other organizations; and

WHEREAS, it is incumbent on the City of Laguna Hills to offer its support and resources to the Orange County Sheriff's Advisory Council in support of its efforts to construct a new permanent memorial befitting of the sacrifices made by peace officers, which will provide a public purpose and benefit directly to the City, its residents, and to the surrounding community; and

WHEREAS, through the adoption of this Resolution, and in recognition of the ultimate sacrifice made by Laguna Hills Deputy Steve Parsons, who was killed in the line of duty while working on patrol in the City of Laguna Hills on June 24, 2000, a majority of the City Council desires to make public purpose findings in order to authorize

the expenditure of community assistance funding to the Orange County Sheriff's Advisory Council in connection with this worthy memorial endeavor.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby authorizes and directs that the City contribute \$7,500 to the Orange County Sheriff's Advisory Council toward the permanent construction of the new Peace Officers' Memorial to be located at the Orange County Sheriff's Training Facility in Tustin, California, which memorial will be open to the public, including the residents of the City of Laguna Hills.

SECTION 3. The City Council hereby finds and determines that the expenditure of community assistance funding, as authorized herein, fulfills a public purpose and provides a direct benefit to the City of Laguna Hills, its residents, and to the surrounding community, and toward this end, is hereby made in recognition of the ultimate sacrifice made by Laguna Hills Deputy Steve Parsons, who was killed in the line of duty while working on patrol in the City of Laguna Hills on June 24, 2000.

PASSED, APPROVED, AND ADOPTED this 11th day of October 2011.

L. ALLAN SONGSTAD, JR., 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.
2011- adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 11th day of October 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

ISSUE: INTENT TO VACATE PUBLIC SERVICE EASEMENTS (SPECIFIED LANDSCAPE EASEMENTS COMMONLY KNOWN AS "TREE POCKETS") ALONG THE SOUTHWESTERLY SIDE OF PASEO DE VALENCIA BETWEEN ALICIA PARKWAY AND LA PAZ ROAD

SUMMARY:

In response to a resident request, the City evaluated the history of, and need for, existing five-foot deep by six-foot wide public landscape easements, commonly known as tree pocket landscape easements, that exist adjacent to variable width City open space and landscape maintenance lots and public right-of-way sidewalk areas along the southwesterly side of Paseo de Valencia between Alicia Parkway and La Paz Road. More particularly, a total of thirty-four (34) tree pocket landscape easements, which were originally dedicated to the County of Orange, are located on specific private residential lots within Tract Map Nos. 9035 and 9403 (hereinafter referred to as the "Tree Pocket Landscape Easements"). Upon review, staff has determined the Tree Pocket Landscape Easements are no longer of present or prospective public use due to changed conditions and can be vacated and abandoned by the City Council following the general Public Streets, Highways, and Service Easements Vacation Law. It is recommended that the City Council adopt a Resolution of Intention to Vacate the Tree Pocket Landscape Easements in order to allow consideration of the vacation of the herein described Tree Pocket Landscape Easements and set the legally required public hearing to consider the matter.

BACKGROUND:

A resident of the community with the address of 25181 Linda Vista Drive, Laguna Hills, also known as Lot 1 of Tract Map No. 9403, previously requested that the City consider the vacation and abandonment of a five-foot wide by six-foot deep Tree Pocket

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON PUBLIC SERVICE EASEMENTS CONSISTING OF SPECIFIED TREE POCKET LANDSCAPE EASEMENTS DEDICATED WITHIN TRACT MAP NOS. 9035 AND 9403 AND SETTING A PUBLIC HEARING THEREON."

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Landscape Easement that protrudes into the backyard and burdens the residential property. A letter dated August 11, 2011, from the property owner, an aerial view of this property with the Tree Pocket Landscape Easement annotated, and photographs of the walls that surround the Tree Pocket Landscape Easement perimeter for this property, as provided by the resident, are attached for City Council review.

Upon review of this singular request, the City Council, by action on September 13, 2011, authorized staff to expand the evaluation of the potential vacation and abandonment of the Tree Pocket Landscape Easement affecting Lot 1 of Tract Map No. 9403 to all thirty-four (34) of the subject Tree Pocket Landscape Easements in the immediate vicinity.

The Tree Pocket Landscape Easements originated, by dedication, with the residential development of two subdivisions (i.e., Tract Map Nos. 9035 and 9403) located along the southwesterly side of Paseo de Valencia between Alicia Parkway and La Paz Road (please see the attached vicinity map). There are a total of thirty-four (34) Tree Pocket Landscape Easement sites protruding into the perimeter walls of the residential lots and facing Paseo de Valencia. The Tree Pocket Landscape Easements are located on either side of the subdivision's entry points of Sunburst Avenue and Alisal Avenue, as well as adjacent to City open space and landscape easement lots, and further easterly along the public right-of-way sidewalk areas of Paseo de Valencia. Both subdivisions originally dedicated the five-foot by six-foot Tree Pocket Landscape Easements to the County of Orange on different dates in 1977.

Tract Map No. 9035 was recorded in Book 398, pages 3 – 8 inclusive, of Miscellaneous Maps in the office of the Orange County Recorder, on February 24, 1977. The owner/subdivider provided offers of dedication on the map including: "We also hereby dedicate to the County of Orange: ... The Easements for Landscape Purposes as shown on said map." The original intended purpose of the dedication was to create limited space for the planting of trees. The five-foot wide by six-foot deep Tree Pocket Landscape Easements for Map No. 9035 are graphically shown and called out upon the map on Sheet 5 of 6 as, "(Typical) 5' x 6' Easements for Landscape purposes dedicated to the County of Orange." Please see the attached sheet 5 excerpt of Tract Map No. 9035. As shown on this attachment with red highlighting, there are twelve (12) Tree Pocket Landscape Easements, upon lots numbered 122 through 134, inclusive, within Tract Map No. 9035 (referred to as the "Map No. 9035 Tree Pocket Landscape Easements.") The County of Orange did accept the offer of dedication of these landscape easements at the time of the recordation of Tract Map No. 9035.

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Likewise, Tract Map No. 9403 was recorded in Book 393, pages 41 – 46 inclusive, of Miscellaneous Maps in the office of the Orange County Recorder, on January 6, 1977. The owner/subdivider provided offers of dedication on the map including: "We also hereby dedicate to the County of Orange: ... The Easements for Landscape Maintenance Purposes as shown on said map." The original intended purpose of the dedication was to create limited space for the planting of trees. The five-foot wide by six-foot deep Tree Pocket Landscape Easements are graphically shown and called out upon the map on sheets 3 and 5 of 6 as, "(Typical) 5' x 6' Easements for Landscape maintenance purposes dedicated to the County of Orange" (please see the attached sheets 3 and 5 excerpts of Tract Map No. 9403). As shown on this attachment with red highlighting, there are nine (9) Tree Pocket Landscape Easements upon lots numbered 1 through 9, inclusive, twelve (12) additional Tree Pocket Landscape Easements upon lots numbered 16 through 23, inclusive, and one (1) Tree Pocket Landscape Easement shared upon Lots 29 and 30 within Tract Map No. 9403 (referred to as "Map No. 9403 Tree Pocket Landscape Easements.") The County of Orange did accept the offer of dedication of these landscape easements at the time of the recordation of Tract Map No. 9403.

It should be noted that Tract Map No. 9035 is contiguous to Tract Map No. 9403, and, therefore, Map No. 9035 Tree Pocket Landscape Easements and Map No. 9403 Tree Pocket Landscape Easements are hereinafter referred to in the staff report, as well as in the attached proposed Resolution of Intention to Vacate, collectively, as the thirty-four (34) subject "Tree Pocket Landscape Easements."

The County of Orange subsequently quitclaimed all of their interests in the Tree Pocket Landscape Easements to the City of Laguna Hills by the "Quitclaim Deed and Assignment," recorded as Instrument No. 19960529568, on October 18, 1996, in the office of the Orange County Recorder.

Upon review of the Tree Pocket Landscape Easements, staff concludes they are no longer of practical use, nor do they serve their original intended dedicated use, as most all of the trees planted at the time of development (i.e., 1977) outgrew the very limited space provided and ultimately had to be removed. Given the space restrictions, replanting trees in the tree pocket areas is not feasible as the previous tree stumps cannot be efficiently or cost effectively removed. There is a sufficient stand of existing ground covers, shrubs, and trees along the City's landscape space facing Paseo de Valencia to present an attractive appearance of this landscape area without regard to the Tree Pocket Landscape Easements. Therefore, it is concluded the Tree Pocket Landscape Easements are no longer functional for their original intended use due to

changed conditions, and therefore are no longer of present or prospective public use. The City Council has the authority to consider and order the vacation of public service easements, in this case the subject Tree Pocket Landscape Easements, in accordance with the general Public Streets, Highways, and Service Easements Vacation Law (Government Code §8300, *et seq.*)

The vacation process requires the City Council to adopt the attached Resolution of Intention to Vacate and set a public hearing to consider the proposed vacation action. The posting of the landscape easement areas proposed for vacation and the publishing and posting of the notice of the proposed public hearing is required to occur at least 14 days prior to the public hearing. Hence, the public hearing is proposed to occur at the City Council meeting of November 8, 2011. In addition, staff has sent letters to each property owner potentially affected by the proposed vacation action to provide them with information about the Tree Pocket Landscape Easements being considered for vacation and abandonment and inviting them to participate in this process.

The property owner with a lot upon which there exists a Tree Pocket Landscape Easement is the underlying fee owner of the land occupied by the Tree Pocket Landscape Easement. If the public interest in a Tree Pocket Landscape Easement is vacated, the area occupied by the former Tree Pocket Landscape Easement will revert to the ownership of underlying fee owner. The Tree Pocket Landscape Easements being considered for vacation would be abandoned in an “as is” condition. The City would not remove the tree stumps and would not be responsible for modifying the existing private block walls that surround the perimeter of the Tree Pocket Landscape Easements. Each individual property owner would be responsible for their own property which, overtime, could result in a patchwork of different wall modifications. It is reasonable to expect that some of the homeowners will not remove and replace the walls surrounding the former Tree Pocket Landscape Easements (if vacated by action of the City Council) and this could result in property maintenance issues for the City to address in the future.

CEQA:

The City Council intends to find that this vacation action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it

has no potential for resulting in physical changes to the environment, directly or indirectly.

GENERAL PLAN CONSISTENCY DETERMINATION:

It is recommended that the City Council, which also serves as the Planning Agency for the City, find that the proposed Public Service Easement Vacation action is in conformance with the Laguna Hills General Plan, pursuant to Government Code §65402, as follows: “The proposed vacation of thirty-four (34) Tree Pocket Landscape Easements, each one isolated and measuring approximately five-feet by six-feet, does not constitute a significant quantity of City landscape easement area, does not represent a part of a continuous riparian corridor, does not constitute locations of significant resources, and does not represent a part of a contiguous open space per the General Plan Conservation and Open Spaces Element.

FISCAL IMPACT:

The processing of a public service easement vacation is estimated to incur approximately \$1,500 of staff time costs and funds are available for this work in the Fiscal Year 2011/2012 Public Services Department Operating Budget.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON PUBLIC SERVICE EASEMENTS CONSISTING OF SPECIFIED TREE POCKET LANDSCAPE EASEMENTS DEDICATED WITHIN TRACT MAP NOS. 9035 AND 9403 AND SETTING A PUBLIC HEARING THEREON.”

ATTACHMENTS:

- Proposed Resolution of Intent to Vacate and Abandon
 - Exhibit 1 Sheet 5 of 6 of Tract Map No. 9035
 - Exhibit 2 Sheet 3 and 5 of 6 of Tract Map No. 9403
- Letter of August 11, 2011
- Aerial View of 25181 Linda Vista Drive, Laguna Hills, CA
- Photographs of Tree Pocket
- Vicinity Map

RESOLUTION NO. 2011-10-11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON PUBLIC SERVICE EASEMENTS CONSISTING OF SPECIFIED TREE POCKET LANDSCAPE EASEMENTS DEDICATED WITHIN TRACT MAP NOS. 9035 AND 9403 AND SETTING A PUBLIC HEARING THEREON

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

WHEREAS, Tract Map No. 9035 was recorded in Book 398, pages 3 – 8 inclusive, of Miscellaneous Maps in the office of the Orange County Recorder, on February 24, 1977; and

WHEREAS, Tract Map No. 9035 offered a dedication on said map to wit: “We also hereby dedicate to the County of Orange: ... The Easements for Landscape Purposes as shown on said map”; and

WHEREAS, the aforementioned easements for landscape purposes consist of five-foot wide by six-foot deep landscape easements graphically shown, depicted, and called out upon said map on sheet 5 of 6 as, “(Typical) 5’ x 6’ Easements for Landscape purposes dedicated to the County of Orange,” (hereinafter referred to as Map No. 9035 Tree Pocket Landscape Easements) as described and depicted on Exhibit 1, attached hereto and incorporated herein by reference; and

WHEREAS, said Map No. 9035 Tree Pocket Landscape Easements are located upon lots numbered 122 through 134, inclusive; and

WHEREAS, the County of Orange did accept the offer of dedication of the Map No. 9035 Tree Pocket Landscape Easements at the time of recordation of Final Tract Map No. 9035; and

WHEREAS, the County of Orange subsequently quitclaimed all of their interests in the Map No. 9035 Tree Pocket Landscape Easements to the City of Laguna Hills by the “Quitclaim Deed and Assignment”, recorded as Instrument No. 19960529568, on October 18, 1996, in the office of the Orange County Recorder; and

WHEREAS, likewise, Tract Map No. 9403 was recorded in Book 393, pages 41 – 46 inclusive, of Miscellaneous Maps in the office of the Orange County Recorder, on January 6, 1977; and

WHEREAS, Tract Map No. 9403 offered a dedication on said map to wit: “We also hereby dedicate to the County of Orange: ... The Easements for Landscape Maintenance Purposes as shown on said map”; and

WHEREAS, the aforementioned easements for landscape maintenance purposes also consist of five-foot wide by six-foot deep landscape easements graphically shown, depicted, and called out upon said map on sheet 3 and 5 of 6 as, "(Typical) 5' x 6' Easements for Landscape Maintenance purposes dedicated to the County of Orange," (hereinafter referred to as Map No. 9403 Tree Pocket Landscape Easements) as described and depicted on Exhibit 2, attached hereto and incorporated herein by reference; and

WHEREAS, said Map No. 9403 Tree Pocket Landscape Easements are located upon lots numbered 1 through 9, inclusive, lots numbered 16 through 23, inclusive, and lots 29 and 30 within Tract Map No. 9403; and

WHEREAS, the County of Orange did accept the offer of dedication of the Map No. 9403 Tree Pocket Landscape Easements at the time of the recordation of Tract Map No. 9403; and

WHEREAS, the County of Orange subsequently quitclaimed all of their interests in the Map No. 9403 Tree Pocket Landscape Easements to the City of Laguna Hills by the "Quitclaim Deed and Assignment," recorded as Instrument No. 19960529568, on October 18, 1996, in the office of the Orange County Recorder; and

WHEREAS, Tract Map No. 9035 is contiguous to Tract Map No. 9403, and, therefore, the Map No. 9035 Tree Pocket Landscape Easements and the Map No. 9403 Tree Pocket Landscape Easements shall hereinafter be referred to, collectively, as the thirty-four (34) subject "Tree Pocket Landscape Easements;" and

WHEREAS, the Tree Pocket Landscape Easements exist within both of said Tract Maps, and the Tree Pocket Landscape Easements are generally located adjacent to Paseo de Valencia, a public street, between Alicia Parkway and La Paz Road, as described and depicted on Exhibit 1 and Exhibit 2 attached hereto; and

WHEREAS, the Tree Pocket Landscape Easements protrude into the aforementioned residential lots, thereby reducing the backyard space and functionality of the affected residential properties; and

WHEREAS, a property owner, on whose property one of the subject Tree Pocket Landscape Easements exist, requested that the City consider the vacation and abandonment of the Tree Pocket Landscape Easement that currently burdens the property; and

WHEREAS, upon City review and research of the aforesaid property concerning the owner request for vacation and abandonment of the Tree Pocket Landscape Easement, the City determined that it was appropriate to expand the research and review to all of the subject Tree Pocket Landscape Easements within

Tract Map Nos. 9035 and 9403; and

WHEREAS, it has been determined by City staff that the Tree Pocket Landscape Easements are no longer functional for their original intended use due to changed conditions, as the original trees planted outgrew the limited space provided, the trees were removed but the stumps could not be efficiently or cost effectively removed, and replacement trees cannot be planted due to the existing tree stumps and space limitations; and

WHEREAS, there exists adequate landscaping within open space and landscape easement lots that are maintained by the City to present an attractive landscape streetscape and area adjacent to the residential developments within Tract Map Nos. 9035 and 9403; and

WHEREAS, the Tree Pocket Landscape Easements are no longer of present or prospective public use and are not useful as a non-motorized transportation facility, and the subject landscape easements have not been maintained for the purpose for which they were originally dedicated due to changed conditions; and

WHEREAS, pursuant to Streets and Highways Code Section 8300 *et seq.*, the City Council is authorized on its own initiation to vacate and abandon a public service easement that no longer serves the purpose for which it was originally dedicated; and

WHEREAS, pursuant to Streets and Highways Code Section 8312 *et seq.*, the City Council is authorized on its own initiation to vacate and abandon all or a portion of a public service easement within the City that no longer serves the purpose for which it was originally dedicated based on changed conditions; and

WHEREAS, California Government Section 7050 provides for the vacation and abandonment of public service easements pursuant to Streets and Highways Code Section 8300, *et seq.*, and the Council proceeds under the provisions of Chapter 3, Part 3, Division 9 (Section 8320 *et seq.*) of the Streets and Highways Code relative to this vacation action.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. Intention to Vacate. It is the intention of the City Council to vacate and abandon the thirty-four (34) Tree Pocket Landscape Easements as described and depicted on Exhibit 1 and Exhibit 2 attached hereto and incorporated herein by

reference, which specified landscape easement areas are more particularly described as follows:

1. “(Typical) 5’ x 6’ Easements for Landscape Purposes dedicated to the County of Orange” located upon lots 122 through 134, inclusive, as shown on sheet 5 of 6 of Tract Map No. 9035, as recorded on February 24, 1977, in Book 398, Pages 3 – 8 inclusive, of Miscellaneous Maps of Official Records of the County of Orange; and,
2. “(Typical) 5’ X 6’ Easement for Landscape Maintenance Purposes dedicated to the County of Orange” located upon lots 1 through 9, inclusive, 16 through 23, inclusive, 29 and 30 as shown on Sheet 3 and 5 of 6 of Tract Map No. 9403 as recorded on January 6, 1977, in Book 393, Pages 41 – 46 inclusive, of Miscellaneous Maps of Official Records of the County of Orange.

SECTION 3. Changed Conditions. It is the intention of the City Council to find and determine that the Tree Pocket Landscape Easements are unnecessary for present or prospective public use and are not useful as a non-motorized transportation facility, as the subject landscape easements have not been maintained for the purpose for which they were originally dedicated due to changed conditions, and no public facilities are contained thereon.

SECTION 4. General Plan Conformity. It is the intention of the City Council, which also serves as the City’s Planning Agency, to find in accordance with Section 65402 of the Government Code that vacating and abandoning the Tree Pocket Landscape Easements is consistent with the Laguna Hills General Plan, as the Tree Pocket Landscape Easements, each one isolated and measuring approximately five-feet by six-feet, does not constitute a significant quantity of City landscape easement area, does not represent a part of a continuous riparian corridor, does not constitute locations of significant resources, and does not represent a part of a contiguous open space pursuant to the General Plan Conservation and Open Spaces Element, and therefore the proposed vacation action is consistent with the General Plan.

SECTION 5. Public Hearing. A public hearing is hereby set for November 8, 2011, at 7:00 PM, or as soon thereafter as is possible, in the City Council Chamber of the City of Laguna Hills, located at 24035 El Toro Road, Laguna Hills, California, for a hearing of all persons interested in, or objecting to, the proposed public service easement vacation action herein.

SECTION 6. Notice. The City Clerk is directed to publish, post, and mail the Notice of Public Hearing in accordance with the requirements of Streets and Highways Code Sections 8320, *et seq.*

SECTION 7. Election to Proceed with Vacation Action. The City Council hereby

elects to proceed under the provisions of Chapter 3, Part 3, Division 9 (Section 8320 *et seq.*) of the Streets and Highways and Code.

SECTION 8. CEQA Clearance. The City Council intends to find that this vacation action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical changes to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 11th day of October 2011.

L. ALLAN SONGSTAD, JR., 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. 2011-10-11- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11TH day of October 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



SCALE: 1" = 60'

DUPLICATE

TRACT NO. 9403

IN THE UNINCORPORATED TERRITORY OF ORANGE COUNTY
STATE OF CALIFORNIA

SHEET 3 OF 6 SHEETS

6407

PORTION OF TENTATIVE TRACT NO. 9035.
TOTAL LOTS 119 AND LOTS A, B
GROSS AREA 41.54 ACRES

119 AND LOTS A,B,C AND D
41.54 ACRES

GEORGE R. PSOMAS LICENSED SURVEYOR NO. 2304

JUNE 1976

RECEIVED AND FILED
JAN 6 1977 BY CLERK
AT REQUEST OF
TITLE INSURANCE & TRUST CO.
ORANGE COUNTY RECORDS
S. W. 1/4, CAP. 1/4, Court records

\$15.00

FOR BASIS OF BEARINGS:
SEE SHEET 1

MONUMENT NOTES
SEE SHEET 4

- Fd. Hex Bar in OCS Well
Mon. per OCS A/7-8
0.10' Se and 0.05' West
as shown on R.S. 94/33-34

SHEET LAYOUT MAP
NO SCALE

5.6 Easement for Landscape
Purposes dedicated to the
County of Orange

Detail
(No Scale)

Measurement for waterline
purposes, records
book 11951, p. 10
OR

Proposed 10' Easement
for waterline purposes

MATCH TO SHEET 9

MATCH TO SHEET 4

SCALE: 1" = 60'

DUPLICATE

SHEET 5 OF 6 SHEETS

TRACT NO. 9403

IN THE UNINCORPORATED TERRITORY OF ORANGE COUNTY
STATE OF CALIFORNIA

(PORTION OF TENTATIVE TRACT NO. 9036)
TOTAL LOTS 118 AND LOTS A, B, C AND D
GROSS AREA 41.54 ACRES

GEORGE R. PEMAS LICENSED LAND SURVEYOR NO. 2304

JUNE 1976

FOR BASIS OF BEARINGS:
SEE SHEET 1



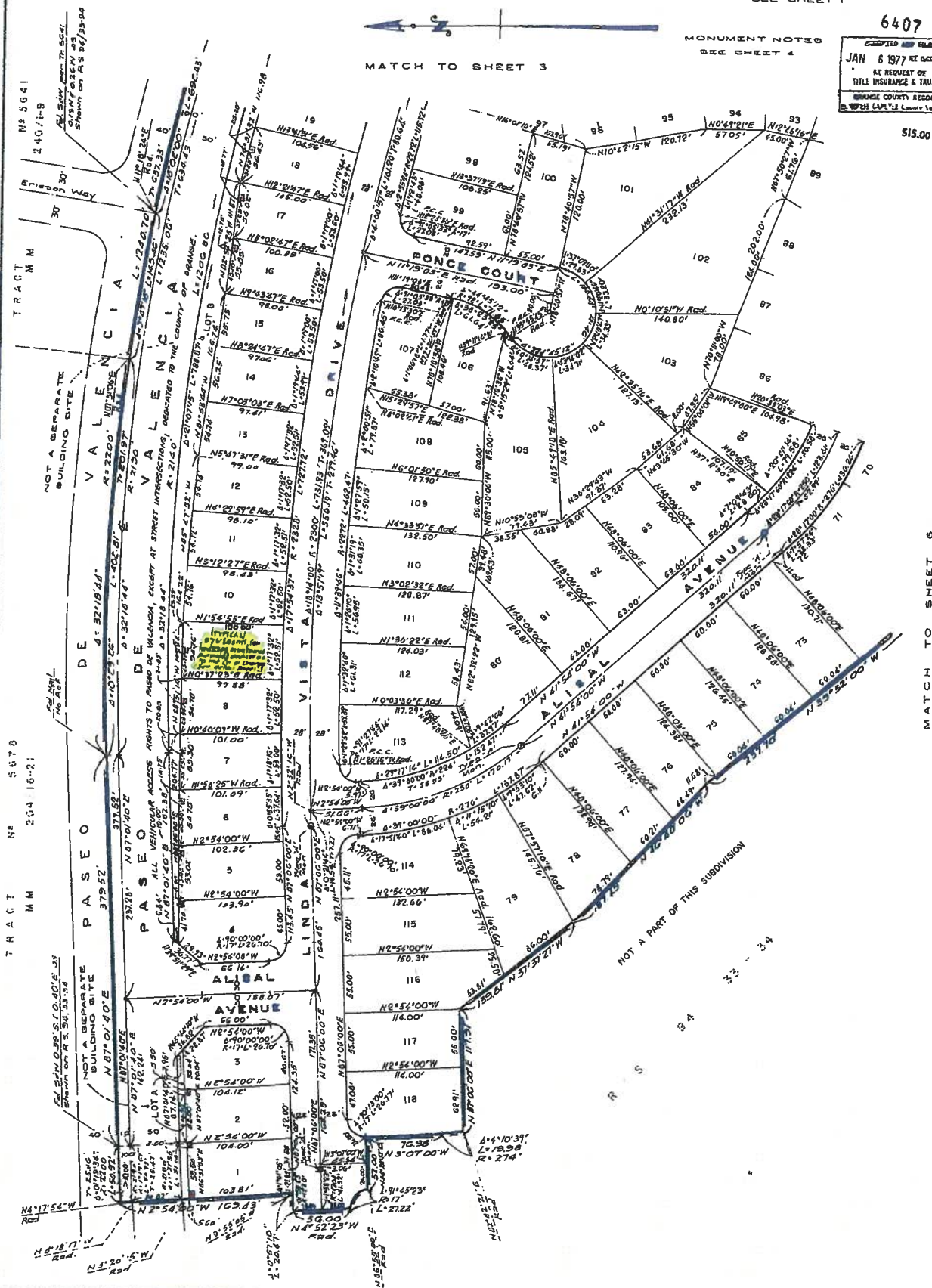
MATCH TO SHEET 3

MONUMENT NOTES
SEE SHEET 4

6407

COPIED AND FILED
JAN 6 1977 AT 6:00 AM
AT REQUEST OF
TITLE INSURANCE & TRUST
ORANGE COUNTY RECORDS
20725 LAUREL Lane, Tustin, CA 92680

\$15.00



993 45

August 11, 2011

Re: Abandoned city easements abutting 25181 Linda Vista Dr.

To Kenneth Rosenfield, Director of Public Services:

This letter is to address the issue of two abandoned public service easements that abut our backyard located at 25181 Linda Vista Dr. There are two abandoned tree wells no longer being used for the intended purposes that pose several problems for us as homeowners.

One tree well fully extends into our backyard taking up valuable real estate and preventing us from landscaping improvements and/or adding a storage shed. It measures approximately 5 ½ feet by 6 feet. The second tree well is shared with our neighbor, and occupies a smaller footprint in the backyard. The larger tree well has three walls, while the smaller has two walls in our backyard and the third in the neighbor's at 25191. The footing of each wall is about three cinder blocks deep; they are hollow but may have rebar (we discovered this while trying to remove some tree roots).

The problem with these abandoned easements is that the trees have been cut on the city's side – along Paseo de Valencia – and the tree stumps left. The tree roots are not only encroaching on our property under the tree wells, but are also causing the cement block wall to lean toward our backyard. In addition, the tree wells are lower than the main cement block wall thus allowing passersby to see over our fence and compromising our privacy.

While walking through the neighborhood, we've noted that some homeowners have vacated the easement, others have built around the tree wells and many don't have this issue. In almost all cases, the walls are beginning to fall/lean because of the tree roots.

Due to the location of our home on the street, our elevation is much lower than other properties so privacy factors are a bigger problem for us. As you head down Paseo de Valencia toward Alicia Pkwy., you can't see over the tree wells on other properties, as is the case with ours. And, Paseo de Valencia is a very busy street with foot traffic due to the two bus stops near our home.

There is another unique issue with these abandoned tree wells – our property seems to be the only one with two wells encroaching on our backyard. We already have one of the smallest lots in the track and these wells in our backyard mean we have less usable space.

Since the tree wells are not longer being used for their intended purpose – because all the trees have been cut/removed and only stumps remain – we are requesting the city terminate the easements on our property. An action that qualifies as showing “intent to abandon” an easement is an easement holder's non-use of the easement for an extended period of time. In this case, five years or more.

I began discussions with the city last year and spoke with assistant engineer Humza Javed. In June of this year, I met with you (Kenneth Rosenfield) to discuss the issue in greater detail. On preliminary research, including fees and permit requisites, the time and cost to resolve the abandoned tree wells on our end seem excessive – especially given the economic climate and the fact that the city abandoned the easements.

\$1,500 to request vacation for a public service easement excludes additional costs we would incur to demolish the wall, haul debris, remove the stump, rebuild the existing wall and apply for additional permits. And this doesn't include landscape or a storage shed.

My husband, Jeffrey Lawrence, has been a resident of Laguna Hills for 20 years and these tree wells have been abandoned for at least five of those. Besides two decades of paying property taxes to the City of Laguna Hills, he hasn't used any tax dollars in the public school system. Please consider our request.

I have attached pictures of the tree wells from our backyard and from the city's side. Note, that you can see into our backyard from Paseo de Valencia. We look forward to hearing from you.

Sincerely,
Jeff and Stacy Lawrence
949-315-9477 Jeff cell
310-621-2251 Stacy cell



City of Laguna Hills

25181 LINDA VISTA DRIVE



30 0 30 Feet

Date Created: 9/14/2011

25181 Linda Vista Drive, Laguna Hills, CA
Back yard Tree Pocket



View from Paseo de Valencia



View from back yard





TRACT MAP NOS. 9035 AND 9403

VICINITY MAP



0 650 Feet

VICINITY MAP

10/11/2011 ITEM NO. 7.2.1

