



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, OCTOBER 11, 2017
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

The starting times listed for each agenda item should be considered as a guide only. The City Council reserves the right to alter the order of the agenda to allow for an effective meeting. Attendance at the entire meeting may be necessary to ensure interested parties hear a particular item. The public may speak on a closed session item prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk at least five minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. **In order to provide councilmembers ample time to review all correspondence, any written communication must be submitted to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting.**

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Girl Scout Cadette Troop 1786, Junior Troop 1036 and Brownie Troop 2296
Approval of Agenda

PRESENTATIONS – 7:20 P.M.

- Update from Las Virgenes Unified School District
- [By LA County staff on Gates Canyon Park Stormwater Treatment Project](#)

ANNOUNCEMENTS/INTRODUCTIONS – 8:00 P.M.

ORAL COMMUNICATION – PUBLIC COMMENT – 8:10 P.M.

CONSENT ITEMS – 8:20 P.M.

1. [Approval of meeting minutes from September 27, 2017](#)

2. Recommendation to approve a professional services agreement with Ruiz Concrete and Paving, Inc. in the amount of \$300,000 on as-needed basis for sidewalk and roadway repair, concrete maintenance and other related general maintenance work
3. Adoption of Resolution No. 2017-1563, establishing employee flex credit amounts for 2018 and rescinding Resolution No. 2016-1518
4. Adoption of Ordinance No. 2017-357, revising the City of Calabasas Ordinance No. 2017-349, Calabasas Municipal Code Article 10 Section 15.04.600 revising the expedited permitting procedures for electrical vehicle charging stations
5. Adoption of Resolution No. 2017-1565, designation of applicant's agent for non-state agencies

OLD BUSINESS – 8:30 P.M.

6. Adoption of Resolution No. 2017-1564, approving documents related to the refinancing of the City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2006 and the issuance and sale of the not-to-exceed \$20,000,000 Special Tax Refunding Bonds, Series 2017

NEW BUSINESS – 8:45 P.M.

7. Adoption of Resolution No. 2017-1566 to support a Vision Zero Initiative
8. Report on arbitrator's recommendation accepting the City's tax sharing proposal in the matter of Calabasas v. Hamai et al

INFORMATIONAL REPORTS – 9:10 P.M.

9. Check Register for the period of September 22-27, 2017

TASK FORCE REPORTS – 9:15 P.M.

CITY MANAGER'S REPORT – 9:20 P.M.

FUTURE AGENDA ITEMS – 9:25 P.M.

ADJOURN – 9:30 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, October 25, 2017, at 7:00 p.m.



COUNTY OF
LOS ANGELES



CITY of CALABASAS



GATES CANYON PARK
REGIONAL STORMWATER PROJECT CONCEPT

October 11, 2017

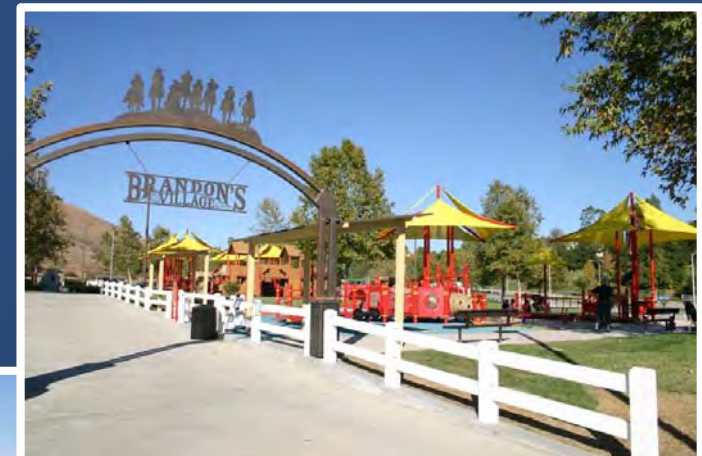
GATES CANYON PARK STORMWATER PROJECT:

General Park Information



CITY of CALABASAS

- Location: Unincorporated County Area of Calabasas
- Ownership: Owned and Operated by the City of Calabasas
- Park Area: 8.2 Acres



Project Concept Objectives



- Water Quality
- Water Supply
- Recreation
- Environment



GATES CANYON PARK STORMWATER PROJECT:

Hydrology



CITY of CALABASAS



Legend

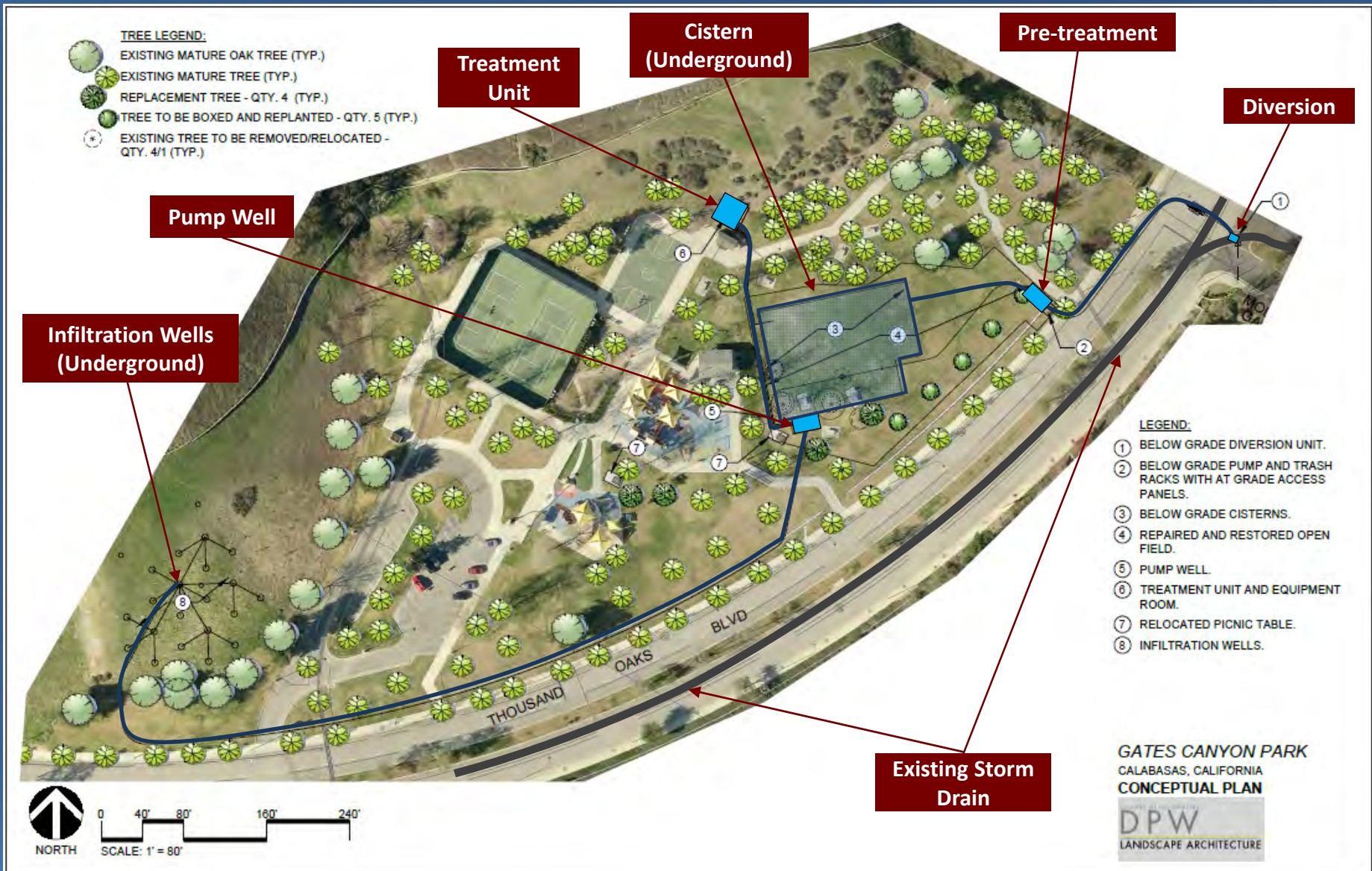
- Gates Canyon
- Las Virgenes Creek
- Malibu Creek
- US Highways
- County Limits

Esri, DeLorme, GEBCO, NOAA NGDC, and other contributors

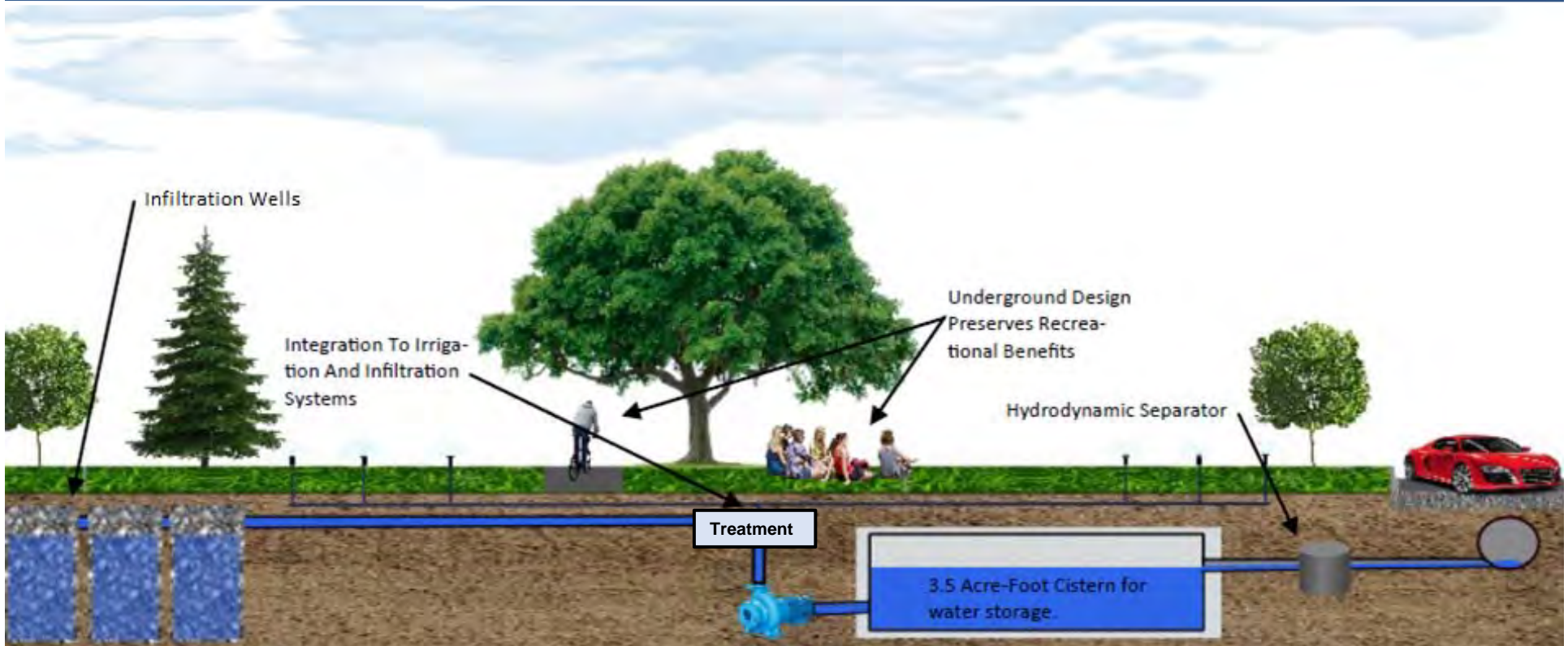
GATES CANYON PARK STORMWATER PROJECT: Project Concept Overview



CITY of CALABASAS



GATES CANYON PARK STORMWATER PROJECT: Concept Description



GATES CANYON PARK STORMWATER PROJECT: Underground Cistern



CITY of CALABASAS

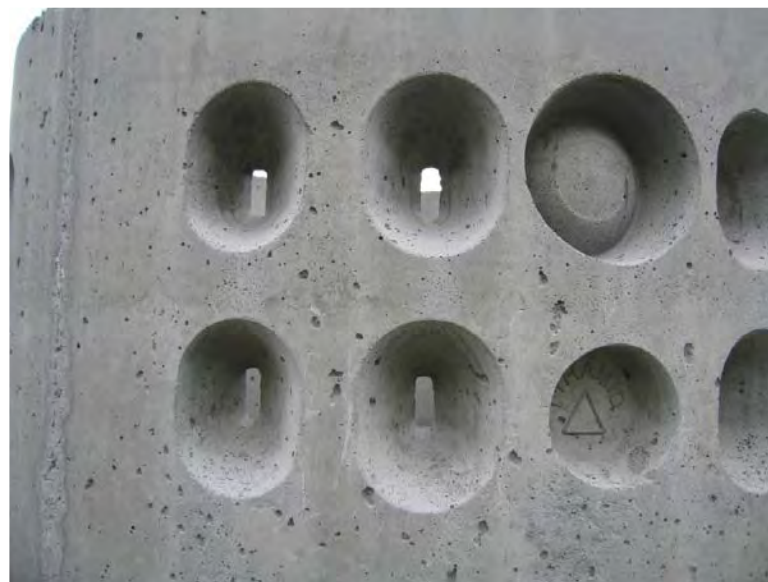


GATES CANYON PARK STORMWATER PROJECT:

Infiltration Wells



CITY of CALABASAS



Project Cost Estimate



- Construction Costs: \$8M
- Recommended to receive Grants:
 - \$3.3M from the Prop. 1 Stormwater Grant Program



Public Outreach



CITY of CALABASAS

- Community Meeting
 - Introductory meeting at 30% preliminary design.
(November 2, 2017)





CITY of CALABASAS

For more information, please contact:

Giles Coon, PE
Civil Engineer

gcoon@dpw.lacounty.gov
(626) 458-7141

Michael De Leon, PE
Capital Projects Manager

mdeleon@dpw.lacounty.gov
(626) 300-3290

GATES CANYON PARK STORMWATER PROJECT:



CITY of CALABASAS

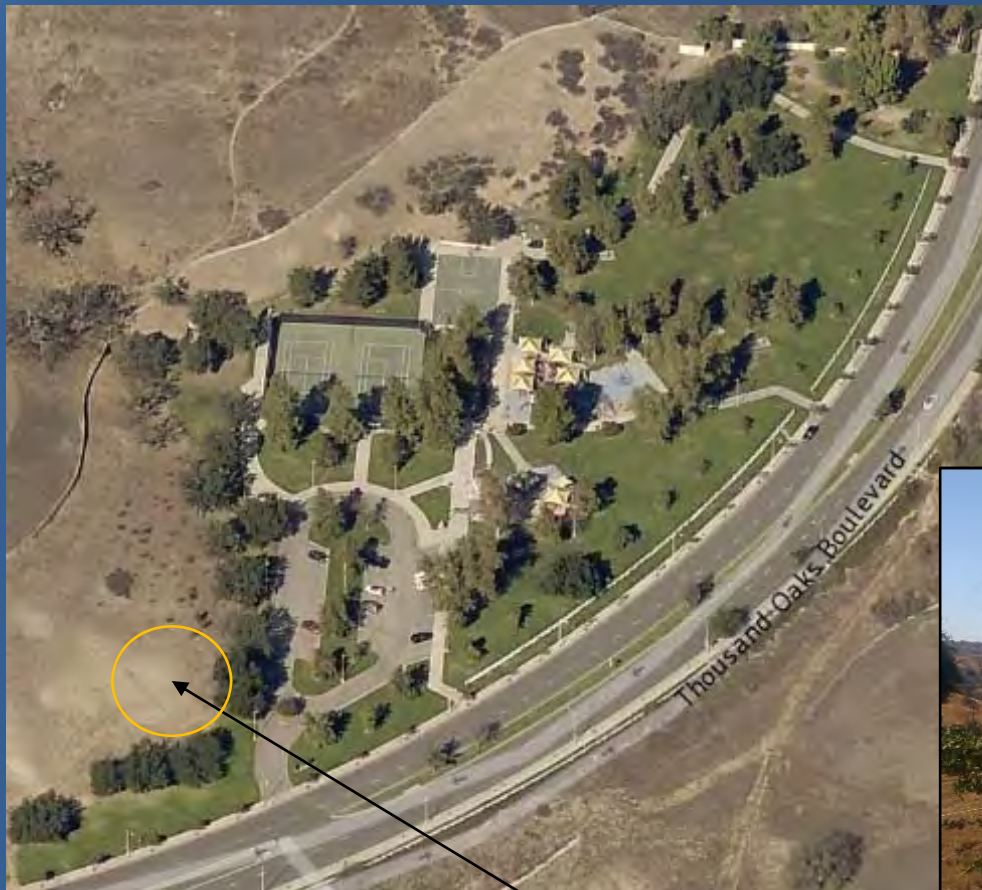
SUPPLEMENTARY SLIDES

GATES CANYON PARK STORMWATER PROJECT:

Tree Mitigation



CITY of CALABASAS



Juvenile Oaks on Hillside

GATES CANYON PARK STORMWATER PROJECT:

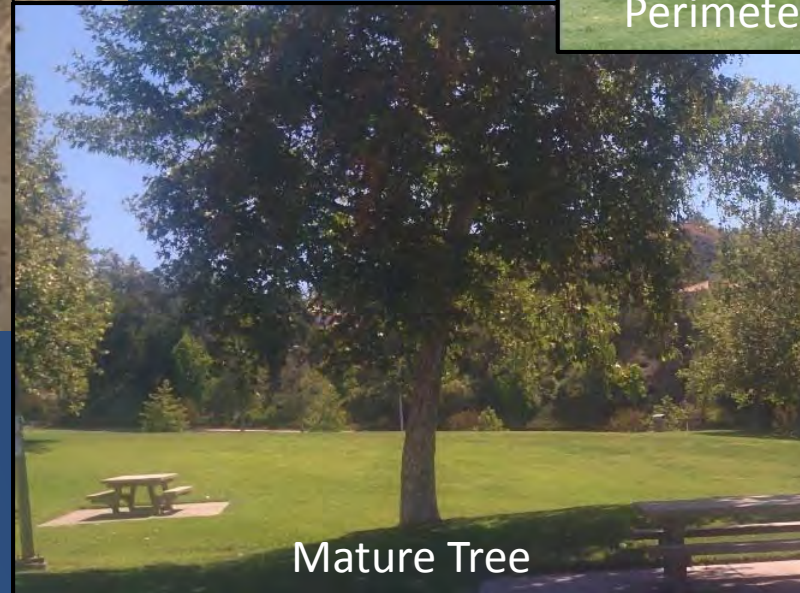
Tree Mitigation



CITY of CALABASAS



Perimeter Trees








Mature Tree

GATES CANYON PARK STORMWATER PROJECT:

Tree Mitigation



CITY of CALABASAS

- TREE LEGEND:**
-  EXISTING MATURE OAK TREE (TYP.)
 -  EXISTING MATURE TREE (TYP.)
 -  REPLACEMENT TREE - QTY. 4 (TYP.)
 -  TREE TO BE BOXED AND REPLANTED - QTY. 5 (TYP.)
 -  EXISTING TREE TO BE REMOVED/RELOCATED - QTY. 4/1 (TYP.)



LEGEND:

- ① BELOW GRADE DIVERSION UNIT.
- ② BELOW GRADE PUMP AND TRASH RACKS WITH AT GRADE ACCESS PANELS.
- ③ BELOW GRADE CISTERNS.
- ④ REPAIRED AND RESTORED OPEN FIELD.
- ⑤ PUMP WELL.
- ⑥ TREATMENT UNIT AND EQUIPMENT ROOM.
- ⑦ RELOCATED PICNIC TABLE.
- ⑧ INFILTRATION WELLS.

GATES CANYON PARK
CALABASAS, CALIFORNIA
CONCEPTUAL PLAN

DPW
LANDSCAPE ARCHITECTURE



NORTH

0 40' 80' 160' 240'
SCALE: 1" = 80'

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, SEPTEMBER 27, 2017**

Mayor Maurer called the meeting to order at 7:02 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

ROLL CALL

Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub
Absent: None
Staff: Bingham, Cohen, Coroalles, Fleishman, Hernandez, Tamuri, Yalda and Yin

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Pack 333, Den 3 Webelos

APPROVAL OF AGENDA

Councilmember Weintraub moved, seconded by Councilmember Shapiro to approve the agenda. MOTION CARRIED 5/0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub

PRESENTATIONS

- Recognition of Melanie Prince, Carmen Guss, Susan Frazier for their courage and heroism in saving the life of a fellow resident

Councilmember Bozajian presented certificates of appreciation to Melanie Prince, Carmen Guss and Susan Frazier.

Councilmember Weintraub, Brian Cameron and Mrs. Judy Sherman expressed appreciation to Mss. Prince, Guss and Frazier for their heroic actions.

- Proclamation to the Kevin Cordasco, Something Yellow Foundation in recognition of Childhood Cancer Awareness Month

Mayor Maurer presented proclamation to the Cordasco family. Mr. Cordasco expressed appreciation for the recognition.

- Proclamation to LightHopeLife Inc. in recognition of National Suicide Prevention Month

Mayor Maurer presented proclamation to Michael Rexford. Mr. Rexford expressed appreciation for the recognition.

ANNOUNCEMENTS/INTRODUCTIONS

- **Adjourn in memory**

Mayor Maurer announced that tonight's meeting would be adjourned in memory of Mr. Lauro Valdéz Frías, father of City Clerk, Maricela Hernandez and Mr. JiLiang Yin, father of Tony Yin, Information Systems Manager.

Members of the Council made the following announcements:

Councilmember Shapiro:

- Expressed appreciation and congratulations to staff for the ribbon cutting of the Las Virgenes Scenic Corridor Improvement Project.
- Congratulated the Calabasas Film Festival and the City for a successful event.
- Expressed appreciation to the Sheriff's Department for apprehending three of the four suspects involved in a recent home invasion robbery.
- Wished a good and healthy Jewish New Year and good yom-tov.

Councilmember Weintraub:

- Reiterated appreciation to the LA County Sheriff's Department, Major Crimes Bureau and the Lost Hills Sheriff's Station for catching some of the alleged suspects of the home invasion robbery.
- An E-waste collection is scheduled on October 7.
- The annual flu clinic is scheduled on October 8, from 8 am-12 pm in Founders Hall.

Mayor pro Tem Gaines:

- Showcased the new Chamber of Commerce directory.
- Expressed appreciation to Community Development staff for the recent acquisition of an Open Space parcel.
- Extended an invitation to a Calabasas HS football game against Valencia on September 29 on their newly renovated turf field.
- Encouraged the community to continue to contact the Sheriff's Department when they see something suspicious. Extended appreciation to the public for their calls that led to the arrest of the home invasion robbery suspects.

Councilmember Bozajian:

- Extended an invitation of the upcoming Pumpkin Festival on October 21-22.

Mayor Maurer:

- Caltrans is holding a public hearing on October 12, at King Gillette Ranch regarding the Wildlife Crossing over the 101 Freeway.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Joanne Suwara, Pamela Kissel, Chelsea Jordan and David Litt spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from August 23, 2017
2. Recommendation to approve a professional services agreement in an amount not to exceed \$300,000 with Secural Security Corporation for security services and parking enforcement citation service
3. August Sheriff's Crime Report
4. Approval of contract with RC Becker and Son in the amount of \$191,088.26 for the construction of the Malibu Hills Road Stormwater Enhancement Project
5. Amendment to the Cooperation Agreement with the Los Angeles Urban County Community Development Block Grant (CDBG) Program for Fiscal Years 2015-18
6. Adoption of Resolution No. 2017-1562, recognizing October as Bullying Awareness Prevention Month in the City of Calabasas
7. Recommendation to approve a professional services agreement with Vandergeest Landscape Care, Inc. for public works maintenance areas for regular monthly landscape maintenance of City public works street medians, certain sidewalks, parkways and freeways interchanges in the amount not to exceed \$80,000
8. Recommendation to approve a three year professional services agreement with Arch Chemical, Inc. DBA Marine Biochemists, to provide daily Calabasas Lake maintenance services and as-needed Lake equipment repair or replacement in an amount not to exceed \$497,280

Mayor Maurer and Mayor pro Tem Gaines pulled Consent Items No. 8 and 2, respectively.

Councilmember Weintraub moved, seconded by Councilmember Bozajian to approve Consent Items No. 1, 3-7. MOTION CARRIED 5/0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub

After discussion, Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro to approve Consent Item No. 2. MOTION CARRIED 5/0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub

David Litt spoke on Consent Item No. 8.

After discussion, Councilmember Bozajian moved, seconded by Councilmember Weintraub to approve Consent Item No. 8. MOTION CARRIED 5/0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub

PUBLIC HEARING

9. Introduction of Ordinance No. 2017-357, revising the City of Calabasas Ordinance No. 2017-349, Calabasas Municipal Code Article 10 Section 15.04.600 revising the expedited permitting procedures for electrical vehicle charging stations

Mayor Maurer opened/closed the public hearing.

Mayor pro Tem Gaines moved, seconded by Councilmember Weintraub to approve Item No. 9. MOTION CARRIED 5/0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub

The meeting recessed at 8:30 p.m.

The meeting reconvened at 8:42 p.m.

OLD BUSINESS

10. Consideration of recommendations from the Planning Commission regarding Community Development Forums; and direction to staff

After extensive discussion, direction was provided to staff.

INFORMATIONAL REPORTS

11. Check Register for the period of August 10-September 21, 2017

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Shapiro reported that Councilmember Weintraub and he attended various PFC and PFA meetings. He further reported their attendance to SCAG meetings.

Councilmember Weintraub reported her attendance to the first LACCE meeting and announced that the next meeting would be held on October 5 at Calabasas City Hall, at 2 pm.

Councilmember Bozajian reported his attendance to the Annual League of California Cities Conference.

Mayor pro Tem Gaines reported his attendance to a recent LA County Mayor's meeting on behalf of Mayor Maurer.

CITY MANAGER'S REPORT

Mr. Coroalles reported that Mayor Maurer and he met with COTY. He further reported that hydrating stations will be available in every City park that can accommodate them.

FUTURE AGENDA ITEMS

Councilmember Weintraub requested the CTC review the City's Connect with Calabasas app and provide information back to the Council.

Councilmember Bozajian requested an update on the plaques at the City's historical sites.

ADJOURN

The meeting adjourned at 10:34 in memory of Lauro Valdéz Frías, father of City Clerk, Maricela Hernandez and JiLiang Yin, father of Tony Yin, Information Systems Manager to the next regular meeting scheduled on Wednesday, October 11, 2017, at 7:00 p.m.


Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 4, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P. E., T. E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
BENJAMIN CHAN, P.E., T.E., DEPUTY PUBLIC WORKS DIRECTOR**

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RUIZ CONCRETE AND PAVING, INC. IN THE AMOUNT OF \$300,000 ON AN AS-NEEDED BASIS FOR SIDEWALK AND ROADWAY REPAIR, CONCRETE MAINTENANCE AND OTHER RELATED GENERAL MAINTENANCE WORK

MEETING

DATE: OCTOBER 11, 2017

SUMMARY RECOMMENDATION:

Staff recommends approving a Professional Services Agreement (PSA) with Ruiz Concrete and Paving, Inc. (Ruiz) in the amount of \$300,000 on an as-needed basis for sidewalk and roadway repair, concrete maintenance and other related general maintenance work. The duration of the agreement is for a three-year term.

BACKGROUND:

The City currently does not have a contract with a private vendor that provides sidewalk panel replacement, roadway potholing and shoulder repair, and other general concrete maintenance. Ruiz Concrete and Paving, Inc. (Ruiz) has a Professional Services Agreement (PSA) for roadway repair, maintenance and related general engineering work in an amount not to exceed \$50,000.00. The

PSA expired on June 30, 2017. Ruiz has satisfactorily fulfilled past work to the City's standard.

DISCUSSION/ANALYSIS:

A "Request for Proposals" was advertised on April 3, 2017 on the City's website and through a vendor procurement company to solicit bids for services. Ruiz was the only respective proposal received. The work scope consists of roadway asphalt and base repair, minor asphalt overlay, sidewalk and gutter repair and other related general concrete repair work on an as needed basis/response. All the work performed will be in the City's public right-of-way.

Staff is satisfied with previous work performed by Ruiz, in terms of its competency and timely completion of the assigned work. Presently, staff has various projects requiring the services of Ruiz. The work includes replacement of sidewalk panels lifted and damaged by tree roots. In addition, there are several catch basins that are in need of repair.

Attached is the Professional Services Agreement (PSA) between the City of Calabasas and Ruiz Concrete and Paving, Inc. The PSA includes the Service Contract outlining the parameters of the services to be provided in a not-to-exceed amount of \$300,000 for a three (3) year term.

FISCAL IMPACT/SOURCE OF FUNDING:

Funding for this contract is already included within the Public Works Department's operating budget.

REQUESTED ACTION:

Staff recommends approving a Professional Services Agreement (PSA) with Ruiz Concrete and Paving, Inc. (Ruiz) in the amount of \$300,000 on an as-needed basis for sidewalk and roadway repair, concrete maintenance and other related general maintenance work. The duration of the agreement is for a three-year term.

ATTACHMENTS:

Attachment A - Professional Services Agreement with Ruiz Concrete and Paving, Inc.

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas/ *Ruiz Concrete and Paving, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **Ruiz Concrete and Paving, Inc., a California Corporation** (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Roadway asphalt and base repair, minor asphalt overlay, concrete work, masonry/block work, catch basin, sidewalk and gutter repair, and other related general concrete and engineering work.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **October 15, 2017** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **October 15, 2017** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **October 20, 2017.**
- 3.4 “Expiration Date”: **October 30, 2020.**

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Three Hundred Thousand Dollars (\$300,000)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Aldo Ruiz** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from

those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in

accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's

subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by

Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.’ If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker’s Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Benjamin Chan, P.E., T.E.**
Deputy Public Works Director
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Ruiz Concrete and Paving, Inc.
344 Temple Avenue
Long Beach, CA 90807
Attn: **Aldo Ruiz**
Telephone: (562) 439-3070
Facsimile: (562) 434-6350

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in

writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas// **Ruiz Concrete and Paving, Inc.**

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Ruiz Concrete and Paving, Inc.

By: _____
Mary Sue Maurer, Mayor

By: _____
Aldo B. Ruiz, President

Date: _____

Date: _____

By: _____
Jose A. Ruiz, Vice President

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

The scope of work includes and is not limited to the following:

- Asphalt and base installation and/or repair
- Asphalt Overlay
- Concrete Work including – Sidewalk, curb and gutter, catch basin, driveways
- Masonry / Block Work
- Manhole Relocation / Adjusting and other utility adjustments
- Other Related General Engineering Work

General Requirements

- The Contractor shall be responsible for complete supervision of all workers, work crews and sub-contractors.
- All supervisors shall be equipped at all times with a cellular phone.
- The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and general operations of the City.
- Maintain a safety program for all staff in compliance with State and Federal laws.
- Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- Contractor shall perform no work in addition to scheduled work unless the additional work is approved in advance by the City Engineer.
- Traffic Control shall conform to Section 7-10 of the “Greenbook” Standards Specifications for Public Works Construction except that references to the latest California Manual on Uniform Traffic Control Devices.
- Traffic control plans shall be submitted by Contractor when requested for lane closures. The City Engineer must review and approve plans prior to beginning work.
- Contractor shall implement Best Management Practices (BMPs) to prevent storm water pollution from entering natural streams and/or the City’s storm drain systems. The BMPs implemented shall include, but not limited to, those appropriate for wet weather conditions. No separate payment will be made for compliance with these provisions.
- Contractor shall use reasonable efforts to prevent waste of utility resources (water, electric power, etc.) which are provided by the City.
- The Contractor shall observe and report to the City Engineer any problems of interest to the City, but outside the scope of work described here within. Examples of such problems include, but are not limited to: Water main and sewer leaks, faulty utility trench repairs, spilled concrete, etc.

EXHIBIT B APPROVED FEE SCHEDULE

Equipment Prices per Day (8 Hours)		
Paver Lee Boy	\$	1980
Grinder	\$	4224
Back Hoe	\$	600
Bob Cat/ With bucket	\$	360
Skip Loader	\$	288
Dump Truck 8 Ton Bob Tail	\$	720
Dump Truck End Dump/ Super-Ten	\$	826
Water Truck	\$	396
Water Trailer	\$	166
Roller	\$	324
Mini Grinder	\$	2784
Sweeper	\$	720
Flatted Truck/ Tool Truck (Utility)	\$	238
Specialty Truck Slurry	\$	364
Specialty Truck Lumber	\$	298
Concrete Mixer Trailer	\$	166
Concrete Saw Trailer	\$	166
Flat Tack Trailer	\$	396
Concrete Saw	\$	1440
Air Compressor	\$	180
Arrow Board	\$	180
Braker	\$	250
Sawcutting Truck	\$	300
Foreman Truck	\$	172
Bob Cat with Braker	\$	610
Tool Truck with Trailer	\$	338
Trailer	\$	100
Transport Truck/ Move in/Out	\$	200
Forming Truck	\$	276

Prevailing wages apply for labor depending on work classification –

Operator - \$72.60/hr, Laborer - \$54.28/hr, Cement Mason - \$56.90/hr

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public in and for the County
of
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 2, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOHN BINGHAM, ADMINISTRATIVE SERVICES MANAGER *JB*

SUBJECT: ADOPTION OF RESOLUTION NO. 2017-1563, ESTABLISHING EMPLOYEE FLEX CREDIT AMOUNTS FOR 2018 AND RESCINDING RESOLUTION NO. 2016-1518

MEETING

DATE: OCTOBER 11, 2017

SUMMARY RECOMMENDATION:

That the City Council approve the adoption of Resolution No. 2017-1563, establishing employee flex credit amounts for 2018 benefits and rescinding Resolution No. 2016-1518.

BACKGROUND:

In terms of active employee flex credits, the City has traditionally chosen to provide the full cost of medical, dental, and vision premiums for full-time City employees (including Councilmembers), plus any dependents, for most health care plans. In addition, the City has also provided for the full cost of life insurance, short term/long term disability insurance, and an employee assistance program (EAP). Insurance premiums fluctuate each year, necessitating approval of premium costs and payment caps by the City Council on an annual basis.

DISCUSSION/ANALYSIS:

The credit amount that employees are allocated for the upcoming year will be reduced based on the fact that the cost of health insurance premiums influencing

our flex credit amounts are decreasing by 2.69% for calendar year 2018. There is no change in the vision premiums for 2018. The cost of dental premiums are decreasing by 3.9%.

FISCAL IMPACT/SOURCE OF FUNDING:

The cost for health benefits is already subsumed in the 2017-2018 operating budget.

REQUESTED ACTION:

It is requested that the City Council approve adoption of Resolution No. 2017-1563.

ATTACHMENTS:

Resolution No. 2017-1563

**ITEM 3 ATTACHMENT
RESOLUTION NO. 2017-1563**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ESTABLISHING EMPLOYEE
FLEX CREDIT AMOUNTS FOR 2018 BENEFITS AND
RESCINDING RESOLUTION NO. 2016-1518.**

This resolution is adopted in order to set forth Flex Credit Amounts for the Section 125 Benefits Program (referred to as the Cafeteria Plan). The following shall be effective as of January 1, 2018.

For health insurance, the City contracts with the Public Employee Retirement System regular health benefits program; employees may choose among various HMO/PPO plans. For dental insurance, the City contracts with Delta Dental. For vision insurance, the City contracts with Vision Service Plan (VSP). Short term/long term disability insurance and life insurance are provided by VOYA Financial.

The City agrees to pay the cost of medical, dental, and vision insurance for all full-time permanent employees, Councilmembers, and dependents, only up to premium costs as follows:

<u>EMPLOYEE STATUS/PLAN ENROLLMENT</u>	<u>MONTHLY CREDIT AMOUNT</u>
Employee Only	\$674.89
Employee + One Dependent	\$1,335.08
Employee + Two or More Dependents	\$1,763.51

Health Insurance Cash Out Option - With proof of other medical coverage, full-time permanent employees are eligible to receive a monthly cash credit in the amount of 50% of the highest single employee medical premium credit covered by the City. This amount for 2018 is \$364.70. This credit cannot be applied directly to deferred compensation; it will be considered taxable income. Because compensation for Councilmembers is fixed by state law, Councilmembers are not eligible for this option.

Health Insurance Surplus Option - For full-time permanent employees, any surplus plan credits will be considered taxable income and/or can be applied to either flexible spending account. Participants can make elections for contributions with pre-tax earnings if the cost of insurance coverages exceeds the amount of the benefit credit.

Health Care and Dependent Care Flexible Spending Accounts – permanent full-time employees have the option of participating in the City’s Health Care and Dependent Care Flexible Spending Accounts, which allows for a choice between certain benefits and taxable cash income. The annual maximum amount allowed for the Health Care Flexible Spending Account is \$2,600; the annual maximum amount allowed for the Dependent Care Flexible Spending Account is \$5,000. Participation is paid for by the employee.

Life Insurance - for permanent full-time employees, the City contracts with VOYA Financial for which the benefit amount is three times the employees annual salary (maximum \$350,000), and \$50,000 for each Councilmember. The City agrees to pay the full cost for life insurance for permanent full-time employees, including City Councilmembers.

Short Term/Long Term Disability Insurance - the City contracts with VOYA Financial. The City agrees to pay the full cost for short term/long term disability insurance for permanent full-time employees.

Employee Assistance Program - the City contracts with MHN under California State Association of Counties. The City agrees to pay the full cost for the program premium for permanent full-time employees.

Resolution No. 2016-1518 is hereby rescinded.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 11th day of October, 2017.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 2, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SPARKY COHEN, BUILDING OFFICIAL SC.

SUBJECT: ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, REVISING CITY OF CALABASAS ORDINANCE 2017-349 - CALABASAS MUNICIPAL CODE ARTICLE 10 SECTION 15.04.600, REVISING THE EXPEDITED PERMITTING PROCEDURES FOR ELECTRICAL VEHICLE CHARGING STATIONS

MEETING OCTOBER 11, 2017
DATE:

SUMMARY RECOMMENDATION:

Staff recommends that City Council adopt Ordinance No. 2017-357.

BACKGROUND:

On September 27, 2017, City Council introduced Ordinance 2017-357 which removed the word "residential" from the expedited electrical vehicle charging station permitting program pertaining to Ordinance 2017-349 and Part B of Section 15.04.600 Calabasas Municipal Code Section.

DISCUSSION/ANALYSIS:

None

FISCAL IMPACT/SOURCE OF FUNDING:

None

REQUESTED ACTION:

Staff recommends that the City Council Adopt Ordinance No. 2017-357

ATTACHMENTS:

1. Ordinance 2017-357

**ITEM 4 ATTACHMENT 1
ORDINANCE NO. 2017-357**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, REVISING CITY OF CALABASAS ORDINANCE 2017-349 - CALABASAS MUNICIPAL CODE ARTICLE 10 SECTION 15.04.600, REVISING THE EXPEDITED PERMITTING PROCEDURES FOR ELECTRICAL VEHICLE CHARGING STATIONS.

WHEREAS, Citing the desire to foster a “modernized and standardized permitting process” for electrical vehicle charging stations, the State Legislature recently passed AB 1236;

WHEREAS, pursuant to section 17951 (e) of the Health and Safety Code, local regulations necessary to carry out the application of the CBSC that do not establish building standards may be enacted without meeting the requirements of California Health & Safety Code sections 18941.5, 17958, 17598.5 and 17958.7;

WHEREAS, no part of this Ordinance imposes a more restrictive California Code Standard based upon local climatic, geographical or topographical findings and proposed amendments are solely intended to create administrative processes to comply with Section (a) of Section 65850.7 of the California Government Code; and

WHEREAS, Subsection (a) of Section 65850.7 of the California Government Code , declares the implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations systems is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern;

WHEREAS, Subsection (a) of Section 65850.7 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of all electrical vehicle charging systems by limiting obstacles to their use and by minimizing the permitting costs of such systems;

WHEREAS, Subdivision (g)(1) of Section 65850.7 of the California Government Code provides that, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 people shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.7, that creates an expedited, streamlined permitting process for electrical vehicle charging stations systems;

WHEREAS, The intent of this proposed Ordinance is to comply with Section 65850.7 (a) of the California Government Code in order to implement an expedited, streamlined permitting process for electrical vehicular charging stations;

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are administrative in nature as the actions create an expedited permitting process for certain small residential rooftop solar energy systems as required by statute and will enhance, and not adversely affect the environment in any manner by promoting the development of small residential rooftop solar energy systems;

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of this Ordinance and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS FOLLOWS:

SECTION 1. The title section of Article X of the Calabasas Municipal Code is hereby revised to read as follows:

**Article X Expedited permitting process for:
Small residential rooftop solar energy systems and
electrical vehicle charging stations.**

SECTION 2. The title section of 15.04.600 PART B is hereby revised to read as follows:

Part B Expedited permitting process for vehicle charging stations.

SECTION 2. Findings. The City Council hereby adopts the findings that this amendment to the Building Standards Code was an administrative change for which no findings need be legally made.

SECTION 3. References in Documents and Continuing Legal Effect. References to prior versions of any portion of the Building Standards Code, or of the Calabasas Municipal Code that are amended in this Municipal Code, that are cited on notices

issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the Building Standards Code or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

SECTION 4. Continuity. To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Calabasas Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

SECTION 5. No Effect on Enforceability. The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2016 Code.

SECTION 6. CEQA. This Ordinance is exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be processed in the manner required by law.

SECTION 8. Building Standards Commission. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

SECTION 9. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 10. Publication. The City Clerk shall cause this Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance, and shall cause this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council.

PASSED, APPROVED AND ADOPTED this 11th day of October, 2017.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JAMES JORDAN, DIRECTOR OF PUBLIC SAFETY

**SUBJECT: ADOPTION OF RESOLUTION No. 2017-1565, DESIGNATION OF
 APPLICANT'S AGENT FOR NON-STATE AGENCIES**

MEETING

DATE: OCTOBER 11, 2017

SUMMARY RECOMMENDATION:

Staff recommends that the City Council designate an applicant's agent for non-state agencies

BACKGROUND:

The California Office of Emergency Services now requires a new Designation of Applicant's Agent Resolution for Non-State Agencies, if the previously submitted document is more than three (3) years old. Previously the designation could be completed at the time of a disaster.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no cost to the General Fund. A delay in applying and qualifying for Federal and State financial assistance after a disaster may occur.

REQUESTED ACTION:

It is requested that the City Council designate the listed city staff as Applicant's Agents for the purpose of applying and filing with California Office of Emergency Services for the purpose of obtaining federal financial assistance and/or state financial assistance.

ATTACHMENTS:

- A. Resolution No. 2017-1565
- B. Cal OES Form 130

**ITEM 5 ATTACHMENT A
RESOLUTION NO. 2017-1565**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AUTHORIZING STAFF TO EXECUTE CERTAIN DOCUMENTS ON BEHALF OF THE CITY FOR THE PURPOSE OF APPLYING AND FILING WITH THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE AND/OR STATE FINANCIAL ASSISTANCE.

NOW, THEREFORE BE IT RESOLVED BY the City Council of the City of Calabasas as follows:

- Anthony Coroalles, City Manager
- Robert Yalda, Public Works Director/City Engineer
- Gary Lysik, Chief Financial Officer

That the City of Calabasas, a public entity established under the laws of the State of California, hereby authorizes the above identified staff to provide to the Federal Emergency Management Agency (FEMA) and the State Office of Emergency Services (OES) all matters pertaining to all applications and to file them for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance.

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 11th day of October, 2017.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney
Colantuono, Highsmith & Whatley, PC

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE City Council OF THE City of Calabasas
(Governing Body) (Name of Applicant)

THAT Anthony Coroalles, City Manager, OR
(Title of Authorized Agent)
Robert Yalda, Public Works director/City Engineer, OR
(Title of Authorized Agent)
Gary Lysik, Chief Financial Officer
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Calabasas, a public entity
(Name of Subrecipient)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service.
for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief
and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Calabasas, a public entity established under the laws of the State of California,
(Name of Subrecipient)
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state
disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.
- This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this 11 day of October, 2017

Mary Sue Maurer, Mayor
(Name and Title of Governing Body Representative)

Fred Gaines, Mayor pro Tem
(Name and Title of Governing Body Representative)

Alicia Weintraub, Councilmember
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Maricela Hernandez, duly appointed and City Clerk of
(Name) (Title)
City of Calabasas, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Calabasas
(Governing Body) (Name of Applicant)

on the 11 day of October, 2017.

(Signature) City Clerk
(Title)

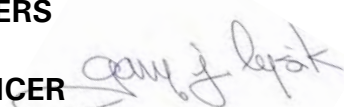


CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 2, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER 

SUBJECT: ADOPTION OF RESOLUTION 2017-1564 APPROVING DOCUMENTS RELATED TO THE REFINANCING OF THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 2001-1 SPECIAL TAX REFUNDING BONDS, SERIES 2006 AND THE ISSUANCE AND SALE OF THE NOT-TO-EXCEED \$20,000,000 SPECIAL TAX REFUNDING BONDS, SERIES 2017

MEETING DATE: OCTOBER 11, 2017

SUMMARY RECOMMENDATION:

Staff recommends that City Council, acting for City of Calabasas Community Facilities District No. 2001-1 (the "CFD"):

1. Authorize the refunding of the City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2006 and the issuance and sale of not-to-exceed \$20,000,000 principal amount of City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017;
2. Approve the execution of the Indenture, Refunding Escrow Agreement, and Placement Agent Agreement; and
3. Authorize the taking of certain actions in connection with the issuance and sale of such Special Tax Refunding Bonds.

BACKGROUND:

In 1992, prior to the incorporation of the City, the County of Los Angeles (the "County") formed a Community Facilities District and issued its special tax bonds to fund certain roadway and other improvements within the District. In 2001, the 1992 County Special Tax Bonds were refunded by special tax refunding bonds issued by the CFD, then newly formed by the City, with the issuance of \$28,645,000 in Series 2001 Special Tax Refunding Bonds. In the 2006, \$26,535,000 in Special Tax Refunding Bonds Series 2006 (the "Series 2006 Bonds") were issued to refund the Series 2001 Special Tax Refunding Bonds. This proposed refunding is for the issuance of not-to-exceed \$20,000,000 principal amount of City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017 (the "Series 2017 Bonds") to refund the Series 2006 Bonds.

The CFD is comprised of 531 parcels, all of which are developed with homes except one commercial parcel located outside the Oaks development. The CFD is comprised of two tax rate areas: Tax Rate Area "A", and Tax Rate Area "B". Tax Rate Area "A" currently includes 530 single-family homes, whereas Tax Rate Area "B" consists of approximately 41.4 acres, of which approximately 14.7 acres can be developed. The current owner is TNHC Canyon Oaks LLC. At the time of original issuance in 2001, all of the property now part of the CFD was owned by NM Homes One, Inc., a Delaware corporation, which acquired the property in 1997.

The Series 2006 Bonds are proposed to be refunded to take advantage of lower interest rates which would result in significant savings for property owners within the District.

DISCUSSION / ANALYSIS:

The interest rate on the current outstanding Series 2006 Bonds is 4.63%. At time of refunding, the interest rate on the Series 2017 Bonds is expected to be around 2.75% to yield a reduction in remaining bond debt service of approximately \$3.15 million, depending on market conditions at time of bid. The interest payment dates will remain the same and there is no extension for outstanding Series 2006 Bond maturities. The net present value savings, after accounting for all costs and contributions, are projected to be \$2.052 million or 11% of the outstanding Series 2006 Bonds. The Series 2006 Bonds are currently insured by AMBAC and rated "A" by Standard & Poor's Global Ratings. AMBAC also currently provides a 50% debt service reserve policy for the Series 2006 Bonds. Since the 2008 financial crisis, AMBAC's AAA bond rating has been withdrawn and AMBAC has no current rating.

Based on the current interest rate assumption, as a result of the proposed refunding, most homeowners (89%) will save between \$300 and \$470 per year through the remaining term of the Series 2017 Bonds (to 2031) depending the size of their lot. There are four different special tax classifications. The annual savings for the highest taxed home owners, the estate lots, will be \$770 per year. The savings estimated for the one commercial parcel will be \$10,000 per year. These savings will first be seen on the 2018/19 Tax Roll.

Special tax bonds are generally sold by public sale through a negotiation to an underwriter or by competitive sale. The Series 2006 Bonds were sold by public competitive sale. Under the current market conditions and given the short remaining (14 year) term on the Series 2006 Bonds, it is proposed to sell the Series 2017 Bonds as a bank private placement. This approach reduces the costs of issuing the Series 2017 Bonds by about 50%, significantly reduces City staff time, and increases savings over a traditional bond sale given the remaining 14 year term. This structure is also advantageous to the City since no public securities will be issued. No Official Statement or similar disclosure document is required and it is expected that the bond reserve fund will be reduced to 20% of maximum annual debt service. As compared to the Series 2006 Bonds, excess amounts on deposit in the bond reserve fund at the time of refunding will be used to reduce bonds outstanding. (The current bond reserve is 50% cash and a 50% AMBAC surety bond.)

Bids for purchase were solicited from over 20 banks, and roughly 10 bids are expected. The Series 2017 Bonds are highly desirable as the value to bond ratio is over 80 to 1. The property tax delinquency rate is under 2.0%.

The net proceeds from the sale of the Series 2017 Bonds will be deposited into an escrow fund under the Refunding Escrow Agreement, invested in Government Securities, and used to redeem the Series 2006 Bonds on March 1, 2018, the first available redemption date. Upon payment in full of the Series 2006 Bonds, the escrow bank will transfer any moneys or securities remaining in the refunding escrow, if any, to the CFD.

Once approved by City Council, staff will take the remaining actions required to finalize the Series 2017 Bond documents and close the transaction. Closing is expected to occur on December 3, 2017. On such date, the Series 2006 Bonds will be refunded and defeased, to be redeemed on March 1, 2018. Between December 3, 2017 and February 28, 2018, the Series 2006 Bonds will be secured only by the deposit to the escrow fund under the Refunding Escrow Agreement.

It is appropriate at this meeting to consider for adoption Resolution 2017-1564 of the City Council, acting for the CFD, authorizing the issuance and sale of the City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding

Bonds, Series 2017.

Description of Documents:

Indenture: Key legal document between the CFD and the bond trustee for the 2017 Bonds that lays out the legal structure and terms of the financing. It specifies payment dates, maturity dates of the bonds, revenues and accounts specifically pledged to the repayment of the bonds, flow of funds, additional debt requirements, default and remedy provisions, defeasance provisions in the event the bonds are prepaid, and covenants of the CFD (including foreclosure covenants). This document is drafted by Bond Counsel.

Refunding Escrow Agreement: Document between the CFD and the bond trustee for the Series 2006 Bonds governing the defeasance of the Series 2006 Bonds detailing how funds will be invested and held to pay off the outstanding Series 2006 Bonds. This document is also drafted by Bond Counsel.

Placement Agreement: Document between the CFD and Hilltop Securities Inc. ("Hilltop Securities") governing Hilltop Securities' efforts to place the Series 2017 Bonds with the purchasing bank. It is drafted and presented by Hilltop Securities.

FINANCIAL IMPACT / SOURCE OF FUNDING:

Since the Series 2017 Bonds are not a debt of the City of Calabasas, there will not be any fiscal impact to the City. However, the City will recoup the costs associated with the issuance of the refunding bonds - approximately \$25,000 - and deposit those funds into the General Fund.

REQUESTED ACTION:

Staff recommends that City Council, acting for the CFD, approve the refunding of the Series 2006 Bonds and the issuance and sale of not-to-exceed \$20,000,000 principal amount of the Series 2017 Bonds, the result of which would lower the annual tax bill for property owners within the CFD. The reduced tax obligation would be reflected on the land owner's next property tax bill beginning in December 2018, and the final maturity date for the bonds would remain unchanged at September 1, 2031.

ATTACHMENTS:

1. Resolution No. 2017-1564
2. Indenture
3. Refunding Escrow Agreement
4. Placement Agreement

**ITEM 6 ATTACHMENT 1
RESOLUTION NO. 2017-1564**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ACTING FOR ITS COMMUNITY FACILITIES DISTRICT NO. 2001-1, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 2001-1 SPECIAL TAX REFUNDING BONDS, SERIES 2017, APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE, A PLACEMENT AGENT AGREEMENT, AND A REFUNDING ESCROW AGREEMENT AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "City Council") of the City of Calabasas (the "City") conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") to form the City of Calabasas Community Facilities District No. 2001-1 (the "District"), to authorize the levy of a special tax (the "Special Tax") within the District and to authorize bonds secured by the Special Tax;

WHEREAS, the City Council, by and through the District, issued its Special Tax Refunding Bonds, Series 2006, on or about May 31, 2006 in the original principal amount of \$28,645,000 (the "Prior Bonds"), the proceeds of which were used to refinance facilities located in and previously financed by Community Facilities District No. 4 of the County of Los Angeles Improvement Area B Special Tax Bonds Series 1992A;

WHEREAS, in order to refinance the Prior Bonds, the City Council desires to authorize the issuance, by and through the District, of City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017 (the "Bonds"), in an aggregate principal amount of not to exceed \$20,000,000;

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the District proposes to enter into an Indenture with U.S. Bank National Association, as trustee (the "Trustee") (such Indenture, in the form presented to this meeting, with such changes, insertions and

omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture");

WHEREAS, Hilltop Securities Inc. ("Hilltop Securities"), has presented the District with a proposal, in the form of a Placement Agent Agreement, to privately place the Bonds on behalf of the District (such Placement Agent Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Placement Agent Agreement");

WHEREAS, there has been presented to this meeting a report, prepared by NBS, that sets forth the assessed values of the property within the District and the value-to-lien information with respect thereto (the "Value-to-Lien Report");

WHEREAS, in order to provide for the defeasance and redemption of the Prior Bonds, the District proposes to enter into a Refunding Escrow Agreement with the Trustee as Escrow Agent (such Refunding Escrow Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Refunding Escrow Agreement");

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Indenture;
- (b) the Placement Agent Agreement; and
- (e) the Refunding Escrow Agreement; and

WHEREAS, the District desires to proceed to issue and sell the Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Calabasas, acting for the City's Community Facilities District No. 2001-1, as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. Subject to the provisions of Section 3 hereof, the issuance of the Bonds, in an aggregate principal amount of not to exceed \$20,000,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, be and the same is hereby authorized and approved. The Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to

call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution.

Section 3. The Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The Mayor of the City, and such other members of the City Council as the Mayor may designate, the Mayor Pro Tem of the City, the City Manager, the Chief Financial Officer of the City, and the City Clerk (the "Authorized Officers") are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and deliver the Indenture in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Bonds in excess of \$20,000,000, shall not result in a final maturity date of the Bonds later than September 1, 2031, and shall not result in a true interest cost for the Bonds in excess of 3.75%. The funding of a debt service reserve fund for the Bonds under the Indenture is authorized in an amount not less than an amount equal to 20% of average annual debt service on the Bonds as may be specified in the Indenture. The Indenture may also be changed to add terms for the inclusion of bond insurance and of a credit facility, surety bond, letter of credit or insurance policy for all or a portion of the Reserve Requirement, as defined therein.

Section 4. The refunding of the Prior Bonds is hereby approved. Such refunding shall be accomplished by redeeming the Prior Bonds on March 1, 2018 by paying the redemption price therefor. In accordance with Section 53363.8 of the Act, the City Council hereby designates the following costs and expenses as the "designated costs of issuing the refunding bonds:"

- 1) all expenses incident to the calling, retiring, or paying of the Prior Bonds and incident to the issuance of the Bonds, including the charges of any agent in connection with the issuance of the Bonds or in connection with the redemption or retirement of the Prior Bonds;
- 2) the interest upon the Prior Bonds from the date of sale of the Bonds to the date upon which the Prior Bonds will be paid pursuant to call; and
- 3) any premium necessary in the calling or retiring of the Prior Bonds.

Section 5. The Refunding Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and deliver

the Refunding Escrow Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Refunding Escrow Agreement by such Authorized Officer.

Section 6. The Placement Agent Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute and deliver the Placement Agent Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Placement Agent Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in a placement agent's fee in excess of \$20,000. The City Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Placement Agent Agreement will result in a lower overall cost.

Section 7. The assessed values of the property within the District and the value-to-lien information with respect thereto are set forth in the Value-to-Lien Report and, based thereon, the City Council, for purposes of Section 53345.8 of the Act, hereby finds and determines that the value of the real property that would be subject to the Special Tax to pay debt service on the Bonds will be at least three times the principal amount of the Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within the District or a special assessment levied on property within the District.

Section 8. Notwithstanding the refunding of the Prior Bonds, it is the City's intention that any proceeds realized through foreclosure actions commenced with respect to delinquent special taxes previously levied to pay the principal of and interest on the Prior Bonds, shall, to the maximum extent possible, be transferred to the Trustee and applied to the payment of debt service on the Bonds and to the appropriate reduction of Special Taxes, as defined in the Indenture.

Section 9. The Authorized Officers are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the issuance of the Bonds and the transactions contemplated by this Resolution.

Section 10. All actions heretofore taken by the Authorized Officers and by the officers and staff of any member of the City with respect to the District, the Prior

Bonds, the Special Tax and the issuance and sale of the Bonds, or in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified.

Section 11. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Calabasas, acting for its Community Facilities District No. 2001-1, on October 11, 2017.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
City Attorney
Colantuono, Highsmith & Whatley, PC

INDENTURE

by and between

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 2001-1**

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Dated as of December 1, 2017

**Relating to
City of Calabasas
Community Facilities District No. 2001-1
Special Tax Refunding Bonds
Series 2017**

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INDENTURE

THIS INDENTURE (the “Indenture”) is dated as of December 1, 2017, by and between CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 2001-1, a community facilities district organized and existing under and by virtue of the laws of the State of California (the “Community Facilities District”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States, as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, the City Council (the “City Council”) of the City of Calabasas (the “City”) has formed the Community Facilities District under the provisions of the Mello-Roos Community Facilities District Act of 1982 (the “Act”); and

WHEREAS, pursuant to the Act, the Community Facilities District was formed to refinance facilities located in and previously financed by Community Facilities District No. 4 of the County of Los Angeles, through the refunding of the outstanding principal amount of Community Facilities District No. 4 of the County of Los Angeles Improvement Area B Special Tax Bonds Series 1992A (the “County Bonds”); and

WHEREAS, on or about May 31, 2006, the City Council, by and through the Community Facilities District, issued its “City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds, Series 2006” in the principal amount of \$26,535,000, of which \$_____ principal amount is currently outstanding (the “Prior Bonds”), the proceeds of which were used to refund, on an advance basis, all outstanding City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2001, which were originally issued on August 1, 2001; and

WHEREAS, the City Council, is authorized under the Act to annually levy special taxes within the Community Facilities District sufficient to pay debt service on bonds, the proceed of which are used to refund the Prior Bonds, and to pay certain administrative costs, which special taxes are secured by a continuing lien against all nonexempt real property in the Community Facilities District, and to issue bonds secured by the special taxes under the Act; and

WHEREAS, in order to provide the moneys required to refund and redeem the Prior Bonds, the Community Facilities District desires to provide for the issuance of City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds, Series 2017 (the “Series 2017 Bonds”), in the aggregate principal amount of not to exceed \$_____ ; and

WHEREAS, the Community Facilities District desires to provide for the issuance of additional bonds (the “Additional Bonds”) upon the security of the unpaid special taxes on a parity with the Series 2017 Bonds, provided that said issuance is in accordance with the Act and this Indenture (the Series 2017 Bonds and any such Additional Bonds being collectively referred to as the “Bonds”); and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District has authorized the execution and delivery of this Indenture; and

WHEREAS, the Community Facilities District has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Community Facilities District, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special

obligations of the Community Facilities District, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Community Facilities District does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture, of any Supplemental Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

“Act” means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code.

“Additional Bonds” means Bonds other than Series 2017 Bonds issued hereunder in accordance with the provisions of Section 3.05 and 3.06.

“Administrative Expense Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.07.

“Administrative Expenses” means costs directly related to the administration of the Community Facilities District, consisting of the costs of computing the Special Taxes and preparing the annual Special Tax schedules and the costs of collecting the Special Taxes, the costs of remitting the Special Taxes to the Trustee, the fees and costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under this Indenture, the costs incurred by the Community Facilities District in complying with the disclosure provisions of any continuing disclosure undertaking and this Indenture, including those related to public inquiries regarding the Special Tax and disclosures to Owners, the costs of the Community Facilities District related to an appeal of the Special Tax, any amounts required to be rebated to the federal government in order for the Community Facilities District to comply with Section 6.09, an allocable share of the salaries of the staff of the City, or of any member thereof, providing services on behalf of the Community Facilities District directly related to the foregoing and a proportionate amount of general administrative overhead of the City, or of any member thereof, related thereto, and the costs of foreclosure of delinquent Special Taxes.

“Annual Debt Service” means, for each Bond Year, the sum of (a) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year).

“Auditor” means the auditor/controller of the County of Los Angeles.

“Authorized Denomination” shall mean \$_____, the principal amount of Bonds, or any integral multiple thereof.

“Authorized Representative” means (a) with respect to the Community Facilities District, the Mayor, the Mayor Pro Tem, the Clerk of the City, the City Manager and the Finance Director of the City, and any other Person designated as an Authorized Representative of the Community Facilities District in a Written Certificate of the Community Facilities District filed with the Trustee, and (b) with respect to the Trustee, the President, any Vice President, any Assistant Vice President or any Trust Officer of the Trustee, and when used with reference to any act or document also means any other Person authorized to perform such act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee or the by-laws of the Trustee.

“Average Annual Debt Service” means the average of the Annual Debt Service for all future Bond Years, including the Bond Year in which the calculation is made.

“Bond Counsel” means a firm of nationally recognized bond counsel selected by the Community Facilities District.

“Bond Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.03.

“Bond Year” means each twelve-month period beginning on September 2 in each year and extending to the next succeeding September 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date and end on September 1, 2018.

“Bonds” means the City of Calabasas Community Facilities District No. 2001-1 Special Tax Bonds issued hereunder, which includes the Series 2017 Bonds and any Additional Bonds.

“Business Day” means a day which is not (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State of California, or in any state in which the Office of the Trustee is located, are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

“City” means the City of Calabasas, and any successor thereto.

“City Council” means the City Council of the City.

“Closing Date” means the date upon which the Series 2017 Bonds are delivered to the Initial Purchaser, being _____, 2017.

“Code” means the Internal Revenue Code of 1986.

“Community Facilities District” means City of Calabasas Community Facilities District No. 2001-1, and any successor thereto.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Community Facilities District relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, rating agency fees, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel, including the Trustee’s first annual

administrative fee, fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.03.

“Escrow Bank” means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States, or any successor thereto, as Escrow Bank under the Refunding Escrow Agreement.

“Event of Default” means an event defined as such in Section 7.01.

“Federal Securities” means (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the Community Facilities District designated in a Written Certificate of the Community Facilities District delivered to the Trustee.

“Foreclosure Proceeds” means (i) any delinquent special taxes previously levied to pay the principal of and interest on the Prior Bonds and deposited with the Trustee and (ii) any amounts realized through foreclosure actions commenced with respect to such delinquent special taxes and deposited with the Trustee in accordance with this Indenture.

“Indenture” means this Indenture, as originally executed and as it may be amended or supplemented from time to time by any Supplemental Indenture.

“Independent Consultant” means any consultant or firm of such consultants selected by the Community Facilities District and who, or each of whom (a) is generally recognized to be qualified in the financial consulting field, (b) is in fact independent and not under the domination of the Community Facilities District or the City, (c) does not have any substantial interest, direct or indirect, with or in the Community Facilities District or the City, or any owner of real property in the Community Facilities District, or any real property in the Community Facilities District, and (d) is not connected with the Community Facilities District or the City as an officer or employee thereof, but who may be regularly retained to make reports to the Community Facilities District or the City.

“Information Services” means Financial Information, Inc.’s “Daily Called Bond Service”, 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services Called Bond Service, 55 Broad Street, 28th Floor, New York, New York 10004; “Moody’s Investors Service Municipal and Government”, 5250 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Municipal News Reports; Standard & Poor’s “Called Bond Record”, 25 Broadway, 3rd Floor, New York, New York 10004; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the Community Facilities District may designate in a Written Certificate of the Community Facilities District delivered to the Trustee.

“Initial Purchaser” means _____ the original purchaser of the Series 2017 Bonds from the Community Facilities District.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing March 1, 2018, so long as any Bonds remain Outstanding.

“Investor Letter” means a letter in the form of Exhibit B attached hereto executed by the Initial Purchaser.

“Moody’s” means Moody’s Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

“Net Special Tax Revenues” means Special Tax Revenues, less amounts required to pay Administrative Expenses.

“Office of the Trustee” means the office of the Trustee in Los Angeles, California, at which at any particular time corporate trust business shall be administered, or such other office as it shall designate, except that with respect to presentation of Bonds for payment, transfer or exchange, the term shall mean the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota or any other office specified by the Trustee.

“Ordinance” means any ordinance adopted by the City Council levying the Special Taxes.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.09) all Bonds previously, or contemporaneously, authenticated and delivered by the Trustee under this Indenture except:

- (a) Bonds previously canceled by the Trustee or surrendered to the Trustee for cancellation;
- (b) Bonds with respect to which all liability of the Community Facilities District shall have been discharged in accordance with Section 10.01, including Bonds (or portions of Bonds) disqualified under Section 11.09; and
- (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

“Owner” means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

“Permitted Investments” means the following, to the extent that such securities are otherwise eligible legal investments of the Community Facilities District:

- (a) The following obligations may be used as Permitted Investments for all purposes, including defeasance investments in refunding escrow accounts.
 - (1) Cash (insured at all times by the Federal Deposit Insurance Corporation),

(2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

- U.S. treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

(b) The following obligations may be used as Permitted Investments for all purposes other than defeasance investments in refunding escrow accounts.

(1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank

(2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies

(3) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(4) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s and “A-1+” by S&P and which matures not more than 270 calendar days after the date of purchase;

(5) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P;

(6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(a) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of Moody’s or S&P or any successors thereto; or

(b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate; and

(7) Municipal Obligations rated “Aaa/AAA” or general obligations of States with a rating of “A2/A” or higher by both Moody’s and S&P.

(c) The value of the above investments shall be determined as follows:

(1) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation, Merrill Lynch, Citigroup Global Markets Inc., Bear Stearns, or Lehman Brothers.

(2) As to certificates of deposit and bankers’ acceptances: the face amount thereof, plus accrued interest thereon; and

(3) As to any investment not specified above: the value thereof established by prior agreement among the Community Facilities District and the Trustee.

“Person” means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Prior Bonds” means the City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds, Series 2006, issued under the Prior Indenture.

“Prior Indenture” means the Indenture, dated as of May 1, 2006, by and between the Community Facilities District and U.S. Bank National Association, as trustee.

“Prior Trustee” means the U.S. Bank National Association, as trustee under the Prior Indenture.

“Qualified Institutional Buyer” shall have the meaning assigned to such term in Rule 144A of the Securities Act of 1933, as amended.

“Rate and Method” means the rate and method of apportionment of the Special Taxes approved by the qualified electors of the Community Facilities District, as it may be amended in accordance with its terms.

“Rebate Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.06.

“Rebate Requirement” has the meaning ascribed thereto in the Tax Certificate.

“Record Date” means the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day.

“Redemption Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.04.

“Redemption Price” means the aggregate amount of principal of and premium, if any, on the Bonds upon the redemption thereof pursuant hereto.

“Refunding Escrow Agreement” means that certain Refunding Escrow Agreement, dated as of December 1, 2017, between the Community Facilities District and the Escrow Bank, as originally executed and as it may be amended or supplemented from time to time.

“Registration Books” means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.05.

“Reserve Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.05.

“Reserve Requirement” means, as of the date of any calculation, a minimum of 20% of Average Annual Debt Service.

“Resolution of Formation” means Resolution No. 2001-706, adopted by the City Council on June 20, 2001.

“S&P” means S&P Global Ratings, a division of The McGraw-Hill Companies, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer

perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

“**Series**” means the initial series of Bonds executed, authenticated and delivered on the date of initial issuance of the Bonds and identified pursuant to this Indenture as the Series 2017 Bonds, and any Additional Bonds issued pursuant to a Supplemental Indenture and identified as a separate Series of Bonds.

“**Series 2017 Bonds**” means the City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017, issued hereunder.

“**Special Tax Fund**” means the fund by that name established and held by the Trustee pursuant to Section 5.02.

“**Special Tax Revenues**” means the proceeds of the Special Taxes received by or on behalf of the Community Facilities District, including any scheduled payments and any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, which shall be limited to the amount of said lien and interest and penalties thereon.

“**Special Taxes**” means the special taxes levied within the Community Facilities District pursuant to the Act, the Ordinance and this Indenture.

“**Supplemental Indenture**” means any supplemental indenture amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“**Tax Certificate**” means the Tax Certificate executed by the Community Facilities District at the time of issuance of the Series 2017 Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

“**Trustee**” means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States, or any successor thereto as Trustee hereunder, appointed as provided herein.

“**Written Certificate**” and “**Written Request**” of the Community Facilities District mean, respectively, a written certificate or written request signed in the name of the Community Facilities District by an Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Section 1.02 Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Community Facilities District, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Community Facilities District shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any

Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

THE BONDS

Section 2.01 Authorization of Bonds. The Community Facilities District hereby authorizes the issuance of the Bonds under and subject to the terms of this Indenture, the Act and other applicable laws of the State of California. The Bonds may consist of one or more Series of varying denominations, dates, maturities, interest rates and other provisions, subject to the provisions and conditions contained herein. The Bonds shall be designated generally as the “City of Calabasas Community Facilities District No. 2001-1 Special Tax Bonds”, each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Bonds.

Section 2.02 Terms of Series 2017 Bonds. (a) The Series 2017 Bonds shall be designated “City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017”. The aggregate principal amount of Series 2017 Bonds that may be issued and Outstanding under this Indenture shall not exceed \$[Not To Exceed Amount], except as may be otherwise provided in Section 2.09.

(b) The Series 2017 Bonds shall be issued in fully registered form without coupons in Its Authorized Denomination, so long as no Series 2017 Bond shall have more than one maturity date. The Series 2017 Bonds shall be dated as of the Closing Date, shall be issued in the aggregate principal amount of \$_____ shall mature on September 1 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
20__*		

* Term Bonds

(c) Interest on the Series 2017 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2017 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Series 2017 Bond is authenticated on or before

the first Record Date, in which event interest thereon shall be payable from the Closing Date, or (iii) interest on any Series 2017 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has previously been paid or duly provided for. Interest shall be paid in lawful money of the United States on each Interest Payment Date. Interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Series 2017 Bond Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest on any Series 2017 Bond which is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Series 2017 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special record date.

(d) The principal of the Series 2017 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee. Payment of principal of any Series 2017 Bond shall be made only upon presentation and surrender of such Bond at the Office of the Trustee.

(e) The Series 2017 Bonds shall be subject to redemption as provided in Article IV.

(f) The Series 2017 Bonds shall be in substantially the form set forth in Exhibit A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

Section 2.03 Limitation on Transfer of Bonds. [The Series 2017 Bonds will be issued as physical certificated instruments (and shall not be held in a book-entry only system) initially registered in the name of the Initial Purchaser.] The Bonds of each Series will be initially issued as one Bond in the aggregate principal amount of the applicable Series of Bonds.

Notwithstanding any other provision of this Indenture, the Series 2017 Bonds may not be registered in the name of, or transferred to, any person except a Qualified Institutional Buyer. The Initial Purchaser of the Series 2017 Bonds shall execute and deliver an investor letter in the form set forth in Exhibit B hereto with only those revisions approved in writing by the Community Facilities District.

Section 2.04 Transfer and Exchange of Bonds. Any Bond may, in accordance with its terms, be transferred upon the Registration Books by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the Community Facilities District shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same Series in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

[The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same Series of other Authorized Denominations.] The Trustee shall require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be obligated to make any transfer or exchange of Bonds of a Series pursuant to this Section during the period established by the Trustee for the selection of Bonds of such Series for redemption, or with respect to any Bonds of such Series selected for redemption.

Section 2.05 Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the Community Facilities District; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

Section 2.06 Execution of Bonds. The Bonds shall be executed in the name and on behalf of the Community Facilities District with the facsimile signature of the Mayor of the City, or, in the absence of the Mayor, the Mayor Pro Tem of the City, and attested by the manual or facsimile signature of the Clerk of the City. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of such officers of the City who shall have signed or attested any of the Bonds shall cease to be such officers before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Community Facilities District, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Community Facilities District as though those who signed and attested the same had continued to be such officers, and also any Bonds may be signed and attested on behalf of the Community Facilities District by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the City although at the nominal date of such Bonds any such Person shall not have been such officer of the City.

Section 2.07 Authentication of Bonds. Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form as that set forth in Exhibit A hereto for the Series 2017 Bonds, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.08 Temporary Bonds. The Bonds of a Series may be issued in temporary form exchangeable for definitive Bonds of such Series when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be its Authorized Denomination as may be determined by the Community Facilities District, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Community Facilities District and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. [If the Community Facilities District issues temporary Bonds of a Series it shall execute and deliver definitive Bonds of such Series as promptly thereafter as practicable, and thereupon the temporary Bonds of such Series may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of such Series of Authorized Denominations.] Until so exchanged, the temporary Bonds of such Series shall be entitled to the same benefits under this Indenture as definitive Bonds of such Series authenticated and delivered hereunder.

Section 2.09 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Community Facilities District, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and Series in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the

order of, the Community Facilities District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity satisfactory to the Trustee shall be given, the Community Facilities District, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and Series in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been selected for redemption, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The Community Facilities District may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the Community Facilities District and the Trustee. Any Bond of a Series issued under the provisions of this Section in lieu of any Bond of such Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Community Facilities District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds of such Series secured by this Indenture.

Section 2.10 Registration of Series 2017 Bonds. The Series 2017 Bonds shall be delivered only to a Holder that has executed and delivered to the Trustee an Investor Letter. Series 2017 Bonds shall be owned by and registered in the name of one single Holder. The Trustee shall not register the transfer of any Series 2017 Bond unless the Bond Trustee receives an Investor Letter from the proposed transferee. Initially, the Series 2017 Bonds shall be issued to and registered in the name of _____, as Initial Purchaser, or otherwise registered in whatever name or names the Initial Purchaser, or its nominee, shall designate, which shall have executed and delivered to the Trustee an Investor Letter. Notwithstanding any other provision hereof, Series 2017 Bonds may not be registered in the name of, or transferred to, any person except a Qualified Institutional Buyer. All Series 2017 Bonds shall be in fully registered form in denominations authorized by this Indenture.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01 Issuance of Series 2017 Bonds. The Community Facilities District may, at any time, execute the Series 2017 Bonds and deliver the same to the Trustee. The Trustee shall authenticate the Series 2017 Bonds and deliver the Series 2017 Bonds to the Initial Purchaser upon receipt of a Written Request of the Community Facilities District and upon receipt of the purchase price therefor.

Section 3.02 Application of Proceeds of the Series 2017 Bonds; Transfers from Prior Bonds Indenture. On the Closing Date, the proceeds of the sale of the Series 2017 Bonds received by the Trustee in the amount of \$_____ plus Special Taxes on hand and other available amounts held by the Trustee & the District of \$_____, totaling \$_____, shall be deposited by the Trustee as follows:

- (a) The Trustee shall deposit the amount of \$_____ in the Reserve Fund representing 50% of the Reserve Requirement.
- (b) The Trustee shall deposit the amount of \$_____ in the Costs of Issuance Fund for payment of the costs of issuance for the Series 2017 Bonds.
- (c) The Trustee shall deposit the amount of \$_____ in the Administrative Expense Fund.
- (d) The Trustee shall transfer to U.S. Bank National Association for deposit in the Refunding Escrow established under the Refunding Escrow Agreement the amount of \$_____.

The Trustee may establish a temporary fund or account in its records to facilitate and record such deposits and transfer.

Section 3.03 Costs of Issuance Fund. The Trustee shall establish and maintain a separate fund designated the “Costs of Issuance Fund”. On the Closing Date there shall be deposited in the Costs of Issuance Fund the amount specified in Section 3.02(c). There shall additionally be deposited in the Cost of Issuance Fund the portion, if any, of the proceeds of the sale of any Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Community Facilities District stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund, in each case together with a statement or invoice for each amount requested thereunder. On June 1, 2018, all amounts, if any, remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Reserve Fund to the extent the amount on deposit therein is less than the Reserve Requirement and such remainder to the Bond Fund, and the Costs of Issuance Fund shall be closed.

Section 3.04 [Reserved].

[Intentionally Left Blank].

Section 3.05 Conditions for the Issuance of Additional Bonds. The Community Facilities District may at any time issue one or more Series of Additional Bonds (in addition to the Series 2017 Bonds) payable from Net Special Tax Revenues as provided herein on a parity with all other Bonds theretofore issued hereunder, but only subject to the following conditions, which are hereby made conditions precedent to the issuance of such Additional Bonds:

(a) The issuance of such Additional Bonds shall have been authorized under and pursuant to the Act and under and pursuant hereto and shall have been provided for by a Supplemental Indenture which shall specify the following:

(1) The proceeds of the sale of such Additional Bonds shall be applied for the purpose of providing funds to refund any Bonds issued hereunder;

(2) The principal amount and designation of such Series of Additional Bonds and the denomination or denominations of the Additional Bonds;

(3) The date, the maturity date or dates, the interest payment dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, that (i) the serial Bonds of such Series of Additional Bonds shall be payable as to principal annually on September 1 of each year in which principal falls due, and the term Bonds of such Series of Additional Bonds shall have annual mandatory sinking fund redemptions on September 1, (ii) the Additional Bonds shall be payable as to interest semiannually on March 1 and September 1 of each year, except that the first installment of interest may be payable on either March 1 or September 1 and shall be for a period of not longer than twelve months and the interest shall be payable thereafter semiannually on March 1 and September 1, (iii) all Additional Bonds of a

Series of like maturity shall be identical in all respects, except as to number or denomination, and (iv) serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates;

(4) The redemption premiums and terms, if any, for such Additional Bonds;

(5) The form of such Additional Bonds;

(6) The amount to be deposited from the proceeds of sale of such Additional Bonds in the Reserve Fund; provided, that the Reserve Fund shall be at least equal to the Reserve Requirement, and an amount at least equal to the Reserve Requirement shall thereafter be maintained in the Reserve Fund; and

(7) Such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof;

(b) Upon the issuance of such Additional Bonds, the Community Facilities District shall be in compliance with all agreements, conditions, covenants and terms contained herein and in all Supplemental Indentures required to be observed or performed by it;

(c) In connection with such refunding of Outstanding Bonds, Annual Debt Service in each Bond Year, calculated for all Bonds to be Outstanding after the issuance of such Additional Bonds, shall be less than Annual Debt Service in such Bond Year, calculated for all Bonds Outstanding immediately prior to the issuance of such Additional Bonds; and

(d) Nothing contained herein shall limit the issuance of any special tax bonds payable from Special Taxes if, after the issuance and delivery of such special tax bonds, none of the Bonds theretofore issued hereunder will be Outstanding.

Section 3.06 Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, such Additional Bonds shall be executed by the Community Facilities District for issuance hereunder and shall be delivered to the Trustee and thereupon shall be authenticated and delivered by the Trustee, but only upon receipt by the Trustee of the following:

(a) A certified copy of the Supplemental Indenture authorizing the issuance of such Additional Bonds;

(b) A Written Request of the Community Facilities District as to the delivery of such Additional Bonds;

(c) An opinion of Bond Counsel substantially to the effect that (i) the Indenture and all Supplemental Indentures have been duly authorized, executed and delivered by, and constitute the valid and binding obligations of, the Community Facilities District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors rights and by the application of equitable principles and by the exercise of judicial discretion in appropriate cases and subject to the limitations on legal remedies against political subdivisions in the State of California), (ii) such Additional Bonds constitute valid and binding special obligations of the Community Facilities District payable solely from Net Special Tax Revenues as provided herein

and are enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors rights and by the application of equitable principles and by the exercise of judicial discretion in appropriate cases and subject to the limitations on legal remedies against political subdivisions in the State of California), and (iii) the issuance of such Additional Bonds, in and of itself, will not adversely affect the exclusion of interest on the Bonds Outstanding prior to the issuance of such Additional Bonds from gross income for federal income tax purposes;

(d) The proceeds of the sale of such Additional Bonds; and

(e) Such further documents or money as are required by the provisions hereof or by the provisions of the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Section 3.07 Additional Bonds. So long as any of the Bonds remain Outstanding, the Community Facilities District shall not issue any Additional Bonds or obligations payable from Net Special Tax Revenues on a parity with the Bonds, except pursuant to Sections 3.05 and 3.06. So long as any of the Bonds remain Outstanding, the Community Facilities District shall not issue any obligations payable from Net Special Tax Revenues on a basis senior to the Bonds. The Community Facilities District may issue obligations payable from Net Special Tax Revenues on a basis subordinate to the Bonds, without complying with Sections 3.05 and 3.06.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 Redemption of Series 2017 Bonds. (a) *Optional Redemption.* The Series 2017 Bonds shall be subject to optional redemption, in whole or in part, on any date on or after September 1, 20__, from any source of available funds, at a redemption price equal to the principal amount of the Series 2017 Bonds to be redeemed, without premium.

The Community Facilities District shall give the Trustee written notice of its intention to redeem Series 2017 Bonds pursuant to this subsection not less than 60 days prior to the applicable redemption date, unless such notice shall be waived by the Trustee.

(b) *Mandatory Redemption from Special Tax Prepayments.* The Series 2017 Bonds shall be subject to mandatory redemption, in whole or in part, on any Interest Payment Date, from and to the extent of any prepayment of Special Taxes, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2017 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payments Dates from March 1, 2018 through March 1, 20__ September 1, 20__ and thereafter	

(c) *Mandatory Sinking Fund Redemption.* The Series 2017 Bonds shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__, at a Redemption Price equal to the principal amount of the Series 2017 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

**Sinking Fund
Redemption Date
(September 1)**

**Principal Amount
to be
Redeemed**

20__ (maturity)

If some but not all of the Series 2017 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(a), the principal amount of Series 2017 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced, by \$5,000 or an integral multiple thereof, as designated by the Community Facilities District in a Written Certificate of the Community Facilities District filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of Series 2017 Bonds maturing on September 1, 20__ redeemed pursuant to Section 4.01(a). If some but not all of the Series 2017 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(b), the principal amount of Series 2017 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced by the aggregate principal amount of the Series 2017 Bonds maturing on September 1, 20__ so redeemed pursuant to Section 4.01(b), such reduction to be allocated among redemption dates as nearly as practicable on a *pro rata* basis in amounts of \$5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the Community Facilities District filed with the Trustee.

Section 4.02 Notice of Redemption. The Trustee on behalf and at the expense of the Community Facilities District shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, to the Initial Purchaser, at least 30 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, the Bond numbers and the maturity or maturities (except in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption. With respect to any notice of any optional redemption of Bonds, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of Section 10.02, such notice shall state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the Redemption Price of, and accrued interest on, the Bonds to be redeemed, and that if

such moneys shall not have been so received said notice shall be of no force and effect and the Community Facilities District shall not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption shall not be made and the Trustee shall, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Section 4.03 Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed among maturities from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds of a Series, among maturities of Bonds of such Series as directed in a Written Request of the Community Facilities District, (b) with respect to any redemption pursuant to Section 4.01(b) and the corresponding provision of any Supplemental Indenture pursuant to which Additional Bonds are issued, among maturities of all Series of Bonds on a *pro rata* basis as nearly as practicable, and (c) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate and fair. [For purposes of such selection, all Bonds shall be deemed to be comprised of separate Authorized Denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.]

Section 4.04 Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Community Facilities District shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Community Facilities District, a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

Section 4.05 Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the Redemption Price, and the interest to the applicable date fixed for redemption, having been set aside in the Redemption Fund, the Bonds shall become due and payable on said date, and, upon presentation and surrender thereof at the Office of the Trustee, said Bonds shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions hereof shall be canceled upon surrender thereof and destroyed.

ARTICLE V

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Section 5.01 Pledge. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Net Special Tax Revenues and any other amounts (including proceeds of the sale of the Bonds) held in the Bond

Fund, the Reserve Fund and the Redemption Fund are hereby pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of this Indenture and the Act. Said pledge shall constitute a first lien on such assets.

Section 5.02 Special Tax Fund. The Trustee shall establish and maintain a separate fund designated the “Special Tax Fund.” As soon as practicable after the receipt by the Community Facilities District of any Special Tax Revenues, but in any event no later than ten Business Days after such receipt, the Community Facilities District shall transfer such Special Tax Revenues to the Trustee for deposit in the Special Tax Fund; provided, however, that any portion of any such Special Tax Revenues that represents prepaid Special Taxes that are to be applied to the payment of the Redemption Price of Bonds in accordance with the provisions hereof shall be identified to the Trustee as such by the Community Facilities District and shall be deposited in the Redemption Fund.

Upon receipt of a Written Request of the Community Facilities District, the Trustee shall withdraw from the Special Tax Fund and transfer to the Administrative Expense Fund the amount specified in such Written Request of the Community Facilities District as the amount necessary to be transferred thereto in order to have sufficient amounts available therein to pay Administrative Expenses. From each December 1 until the following September 2, the amounts so requested may not exceed \$150,000.

On the Business Day immediately preceding each Interest Payment Date, after having made any requested transfer to the Administrative Expense Fund, the Trustee shall withdraw from the Special Tax Fund and transfer, first, to the Bond Fund, Net Special Tax Revenues in the amount, if any, necessary to cause the amount on deposit in the Bond Fund to be equal to the principal and interest due on the Bonds on such Interest Payment Date, and, second, to the Reserve Fund, Net Special Tax Revenues in the amount, if any, necessary to cause the amount on deposit in the Reserve Fund to be equal to the Reserve Requirement.

Section 5.03 Bond Fund. The Trustee shall establish and maintain a separate fund designated the “Bond Fund”. There shall be deposited in the Bond Fund the amount, if any, required to be deposited therein pursuant to Section 3.02(a) and the amount of any Foreclosure Proceeds. There shall be deposited in the Bond Fund the amounts required to be deposited therein pursuant to Section 5.02. There shall additionally be deposited in the Bond Fund the proceeds of the sale of Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

In the event that, on the Business Day prior to an Interest Payment Date, amounts in the Bond Fund are insufficient to pay the principal, if any, of and interest on the Bonds due and payable on such Interest Payment Date, including principal due and payable by reason of mandatory sinking fund redemption of such Bonds, the Trustee shall withdraw from the Reserve Fund, to the extent of any funds therein, the amount of such insufficiency, and shall transfer any amounts so withdrawn to the Bond Fund.

On each Interest Payment Date, the Trustee shall withdraw from the Bond Fund for payment to the Owners of the Bonds the principal, if any, of and interest on the Bonds then due and payable, including principal due and payable by reason of mandatory sinking fund redemption of such Bonds.

Section 5.04 Redemption Fund. The Trustee shall establish and maintain a special fund designated the “Redemption Fund”. As soon as practicable after the receipt by the Community Facilities District of prepaid Special Taxes, but in any event not later than ten Business Days after such receipt, the Community Facilities District shall transfer such prepaid Special Taxes to the Trustee for deposit in the Redemption Fund. Additionally, the Trustee shall deposit in the Redemption Fund amounts received from the Community Facilities District in connection with the Community Facilities District’s exercise of

its rights to optionally redeem Series 2017 Bonds pursuant to Section 4.01(a) and any other amounts required to be deposited therein pursuant to Section 3.04 or Section 5.05 or pursuant to any Supplemental Indenture.

Amounts in the Redemption Fund shall be disbursed therefrom for the payment of the Redemption Price of Series 2017 Bonds redeemed pursuant to Section 4.01(a) or Section 4.01(b) and to pay the Redemption Price of Additional Bonds redeemed under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

Section 5.05 Reserve Fund. The Trustee shall establish and maintain a special fund designated the “Reserve Fund”. The Trustee shall deposit in the Reserve Fund the amount specified in Section 3.02(b). There shall additionally be deposited in the Reserve Fund, in connection with the issuance of Additional Bonds, the amount required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of and interest on the Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming Bonds from the Bond Fund. Transfers shall be made from the Reserve Fund to the Bond Fund in the event of a deficiency in the Bond Fund, in accordance with Section 5.03.

So long as no Event of Default shall have occurred and be continuing, any amount in the Reserve Fund in excess of the Reserve Requirement on February 15 and August 15 of each year shall be withdrawn from the Reserve Fund by the Trustee and shall be deposited in the Bond Fund. Notwithstanding the foregoing before any such deposit shall be made, such amount shall be available for the payment of any rebate that may be owed under the Code, as specified in a Written Request of the Community Facilities District delivered to the Trustee.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Trustee shall, upon receipt of a Written Request of the Community Facilities District, transfer the amount in the Reserve Fund to the Bond Fund or Redemption Fund, as applicable, to be applied, on the next succeeding Interest Payment Date to the payment and redemption of all of the Outstanding Bonds.

Whenever Bonds are to be redeemed pursuant to Section 4.01(a) or Section 4.01(b) or the corresponding provisions of a Supplemental Indenture, a proportionate share, determined as provided below, of the amount on deposit in the Reserve Fund shall, on the Business Day prior to the date on which such Bonds are to be redeemed, be transferred by the Trustee from the Reserve Fund to the Redemption Fund and shall be applied to the redemption of said Bonds; provided, however, that such amount shall be so transferred only if and to the extent that the amount remaining on deposit in the Reserve Fund will be at least equal to the Reserve Requirement (excluding from the calculation thereof said Bonds to be redeemed). Such proportionate share shall be equal to the largest integral multiple of \$5,000 that is not larger than the amount equal to the product of (a) the amount on deposit in the Reserve Fund on the date five Business Days prior to the date notice of redemption of such Bonds is required to be given pursuant to the provisions hereof, times (b) a fraction, the numerator of which is the principal amount of Bonds to be so redeemed and the denominator of which is the principal amount of Bonds to be Outstanding on the day prior to the date on which such Bonds are to be so redeemed.

Section 5.06 Rebate Fund. (a) The Trustee shall establish and maintain a special fund designated the “Rebate Fund”. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate, as specified in a Written Request of the Community Facilities District. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. Notwithstanding defeasance of the Bonds pursuant to Article X hereof or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Community Facilities District, and shall have no liability or responsibility to enforce compliance by the Community Facilities District with the terms of the Tax Certificate. The Trustee may conclusively rely upon the Community Facilities District’s determinations, calculations and certifications required by the Tax Certificate. The Trustee shall have no responsibility to independently make any calculation or determination or to review the Community Facilities District’s calculations.

(b) Any funds remaining in the Rebate Fund after payment in full of all of the Bonds and after payment of any amounts described in this Section, shall be withdrawn by the Trustee and remitted to the Community Facilities District.

Section 5.07 Administrative Expense Fund. The Trustee shall establish and maintain a special fund designated the “Administrative Expense Fund.” The Trustee shall deposit in the Administrative Expense Fund the amount specified in Section 3.02(d). There shall additionally be deposited in the Administrative Expense Fund the amounts transferred from the Special Tax Fund and required to be deposited therein pursuant to Section 5.02.

The moneys in the Administrative Expense Fund shall be used and withdrawn by the Trustee from time to time to pay the Administrative Expenses upon submission of a Written Request of the Community Facilities District stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Administrative Expense Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Administrative Expense Fund; in each case together with a statement or invoice for each amount requested thereunder.

Section 5.08 Investment of Moneys. Except as otherwise provided herein, all moneys in any of the funds or accounts established pursuant to this Indenture and held by the Trustee shall be invested by the Trustee solely in Permitted Investments, as directed in writing by the Community Facilities District two Business Days prior to the making of such investment. Moneys in all funds and accounts held by the Trustee shall be invested in Permitted Investments maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in this Indenture; provided, however, that Permitted Investments in which moneys in the Reserve Fund are so invested shall mature no later than the earlier of five years from the date of investment or the final maturity date of the Bonds; provided, further, that if such Permitted Investments may be redeemed at par so as to be available on each Interest Payment Date, any amount in the Reserve Fund may be invested in such redeemable Permitted Investments maturing on any date on or prior to the final maturity date of the Bonds. Absent timely written direction from the Community Facilities District, the Trustee shall invest any funds held by it in Permitted Investments described in clause B(5) of the definition thereof. The Trustee may rely upon any investment direction by the Community Facilities District as a certification to it that such investment constitutes a Permitted Investment.

The Community Facilities District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Community Facilities District the right to

receive brokerage confirmations of security transactions as they occur, the Community Facilities District specifically will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Community Facilities District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Subject to the provisions of Section 5.06, all interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be retained therein.

Permitted Investments acquired as an investment of moneys in any fund established under this Indenture shall be credited to such fund. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued by the Trustee at the market value thereof, such valuation to be performed not less frequently than semiannually on or before each February 15 and August 15. In making any valuations of Permitted Investments, the Trustee may utilize such securities pricing services as may be available to it, including those within its regular accounting system and rely thereon.

The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the Community Facilities District, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder.

Section 5.09 State Reporting. If at any time the Trustee fails to pay principal or interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal or interest on the Bonds, the Trustee shall notify the Community Facilities District in writing of such failure or withdrawal, and the Community Facilities District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within 10 days of the failure to make such payment or the date of such withdrawal.

ARTICLE VI

COVENANTS

Section 6.01 Collection of Special Tax Revenues. The Community Facilities District shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

Prior to August 1 of each year, the Community Facilities District shall ascertain from the County of Los Angeles Assessor the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year. The Community Facilities District shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 10 that the Bonds are Outstanding, or otherwise such that the computation of the levy is complete before the final date on which Auditor will accept the transmission of the Special Tax amounts for the parcels within the Community Facilities District for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Community Facilities District shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

The Community Facilities District shall fix and levy the amount of Special Taxes within the Community Facilities District in accordance with the Rate and Method and, subject to the limitations in the Rate and Method as to the maximum Special Tax that may be levied, in an amount sufficient to yield the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing year, the amount required for any necessary replenishment of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such year, taking into account the balances in the funds and accounts established hereunder.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

Section 6.02 Foreclosure. Pursuant to Section 53356.1 of the Act, the Community Facilities District hereby covenants with and for the benefit of the Owners of the Bonds that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the Community Facilities District are delinquent in the payment of Special Taxes and, if such delinquencies exist, the Community Facilities District will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of any Special Taxes or installment thereof not paid when due; provided, however, that the Community Facilities District shall not be required to order the commencement of foreclosure proceedings if (a) the total Special Tax delinquency in the Community Facilities District for such Fiscal Year is less than 5% of the total Special Tax levied in such Fiscal Year, and (b) the amount then on deposit in the Reserve Fund is equal to the Reserve Requirement. Notwithstanding the foregoing, if the Community Facilities District determines that any single property owner in the Community Facilities District is delinquent in excess of \$25,000 in the payment of the Special Tax, then it will diligently institute, prosecute and pursue foreclosure proceedings against such property owner.

Section 6.03 Punctual Payment. The Community Facilities District shall punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Net Special Tax Revenues and other assets pledged for such payment as provided in this Indenture and received by the Community Facilities District or the Trustee.

Section 6.04 Extension of Payment of Bonds. The Community Facilities District shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Community Facilities District to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 6.05 Against Encumbrances. The Community Facilities District shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Special Tax Revenues and other assets pledged under this Indenture while any of the Bonds are Outstanding, except as permitted by this Indenture.

Section 6.06 Power to Issue Bonds and Make Pledge. The Community Facilities District is duly authorized pursuant to the Act to issue the Bonds and to enter into this Indenture and to pledge the Net Special Tax Revenues and other assets pledged under this Indenture in the manner and to the extent provided in this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Community Facilities District in accordance with their terms, and the Community Facilities District and the Trustee (subject to the provisions of Article VIII) shall at all times, to the extent permitted by law, defend, preserve and protect said pledge of Net Special Tax Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all Persons whomsoever.

Section 6.07 Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with prudent corporate trust industry standards, in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds, the Special Tax Revenues and all funds and accounts established by it pursuant to this Indenture. Such books of record and account shall be available for inspection by the Community Facilities District, during regular business hours and upon reasonable notice and under reasonable circumstances as agreed to by the Trustee. The Trustee shall deliver to the Community Facilities District a monthly accounting of the funds and accounts it holds under this Indenture.

Section 6.08 Compliance with Law. The Community Facilities District shall comply with all applicable provisions of the Act and all other laws insofar as applicable.

Section 6.09 Tax Covenants. (a) The Community Facilities District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Series 2017 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Community Facilities District shall comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the Community Facilities District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee in any of the funds or accounts established hereunder, the Community Facilities District shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the Community Facilities District shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2017 Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

(d) Certain agreements, requirements and procedures contained or referred to in this Indenture and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Series 2017 Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Any such change may occur or action may be taken or omitted upon the advice or approval of Bond Counsel other than the Bond Counsel that rendered a final opinion with respect to the Series 2017 Bonds upon their original issuance only if the Community Facilities District, in addition to satisfying all other terms and conditions contained in such documents, obtains from such other Bond Counsel an opinion substantially to the effect that interest on the Series 2017 Bonds is excluded from gross income for federal income tax purposes.

Section 6.10 No Continuing Disclosure Obligation. The Series 2017 Bonds are exempt from Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and neither the Community Facilities District nor the Trustee shall have any obligation to provide secondary market disclosure pursuant to Rule 15c2-12 or otherwise under this Indenture.

Section 6.11 Annual Reports to the California Debt and Investment Advisory Commission. Not later than October 30 of each year, commencing October 30, 2018 and until the October 30 following the final maturity of the Bonds, the Community Facilities District shall supply to the California Debt and Investment Advisory Commission the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the Community Facilities District accompanied by a fee determined by the Community Facilities District to pay the costs of the Community Facilities District in connection therewith. The Community Facilities District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information.

Section 6.12 State Reporting. If at any time principal or interest due on any scheduled payment date for the Bonds is not paid, or if funds are withdrawn from the Reserve Fund to pay principal of or interest on the Bonds, the Trustee shall notify the Community Facilities District in writing of such failure or withdrawal, and the Community Facilities District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within ten days of the failure to make such payment or the date of such withdrawal.

Section 6.13 Further Assurances. The Community Facilities District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Section 7.01 Events of Default. The following events shall be Events of Default:

(a) Failure to pay any installment of principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption or otherwise.

(b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Failure by the Community Facilities District to observe and perform any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Community Facilities District by the Trustee or the Owners of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, if in the reasonable opinion of the Community Facilities District the failure stated in the notice can be corrected, but not within such 60 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Community Facilities District within

such 60 day period and the Community Facilities District shall thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) The Community Facilities District or the City shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

Section 7.02 Foreclosure. If the Community Facility District fails to comply with its covenant to foreclose contained in Section 6.02, and if any Event of Default shall occur under Section 7.01(a) or Section 7.01(b) then, and in each and every such case during the continuance of such Event of Default, the Trustee may, or at the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, and upon being indemnified to its satisfaction therefor, shall, commence foreclosure against any parcels of land in the Community Facilities District with delinquent Special Taxes, as provided in Section 53356.1 of the Act.

Section 7.03 Other Remedies. If an Event of Default shall have occurred under Section 7.01, the Trustee shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the Community Facilities District and its officers, agents or employees to perform each and every term, provision and covenant contained in this Indenture and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the Community Facilities District and the fulfillment of all duties imposed upon it by this Indenture and the Act;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Trustee's or Bond Owner's rights; or

(c) by suit, action or proceeding in any court of competent jurisdiction, to require the Community Facilities District and its officers and employees to account as if it and they were the trustees of an express trust.

Section 7.04 Application of Net Special Tax Revenues After Default. If an Event of Default shall occur and be continuing, all Net Special Tax Revenues and any other funds thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

- (c) Any remaining funds shall be transferred by the Trustee to the Bond Fund.

Section 7.05 Trustee to Represent Bond Owners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to the Owners under the provisions of the Bonds, this Indenture, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee and such Owners under the Bonds, this Indenture, the Act or any other law. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture.

Section 7.06 Bond Owners Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners not parties to such direction.

Section 7.07 Limitation on Bond Owners' Right to Sue. No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Act or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

Section 7.08 Absolute Obligation. Nothing in Section 7.07 or in any other provision of this Indenture or in the Bonds contained shall affect or impair the obligation of the Community Facilities District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Net Special Tax Revenues and other assets herein pledged therefor and received by the Community Facilities District or the Trustee, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 7.09 Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Bond Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bond Owners, then in every such case the Community Facilities District, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Community Facilities District, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

Section 7.10 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.11 No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII

TRUSTEE

Section 8.01 Duties and Liabilities of Trustee. (a) *Duties of Trustee Generally.* The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured or waived, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such persons own affairs.

(b) *Removal of Trustee.* The Community Facilities District may upon 30 days prior written notice remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) *Resignation of Trustee.* The Trustee may at any time resign by giving written notice of such resignation by first class mail, postage prepaid, to the Community Facilities District, and to the Bond Owners at the respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Community Facilities District shall promptly appoint a successor Trustee by an instrument in writing. The Trustee shall not be relieved of its duties until such successor Trustee has accepted appointment.

(d) *Appointment of Successor Trustee.* Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that under any circumstances the successor Trustee shall be qualified as provided in subsection (e) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bond Owner (on behalf of himself and all other Bond Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Community Facilities District and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and after payment by the Community Facilities District of all unpaid fees and expenses of the predecessor Trustee, then such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Community Facilities District or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Community Facilities District shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Community Facilities District shall mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then maintains a rating on the Bonds and to the Bond Owners at the addresses shown on the Registration Books. If the Community Facilities District fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Community Facilities District.

(e) *Qualifications of Trustee.* The Trustee shall be a trust company or bank having trust powers in good standing in or incorporated under the laws of the State of California, having (or if such bank or trust company is a member of a bank holding company system, its parent bank holding company shall have) a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state agency. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 8.02 Merger or Consolidation. Any bank or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under subsection (e) of Section 8.01 shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.03 Liability of Trustee. (a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Community Facilities District, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture or of the Bonds or shall incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee makes no representations as to the validity or sufficiency of the Indenture or of any Bonds, or in respect of the security afforded by the Indenture and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to: (i) the issuance of the Bonds for value, (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or (iii) the application of any moneys paid to the Community Facilities District or others in accordance with this Indenture. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Indenture. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of

conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(e) No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds.

(f) The immunities and protections extended to the Trustee also extend to its directors, officers, employees and agents.

(g) The Trustee may execute any of its powers or duties hereunder through attorneys, agents or receivers and shall not be answerable for the actions of such attorneys, agents or receivers if selected by it with reasonable care.

(h) Before taking action under Article VII hereof or upon the direction of the Owners, the Trustee may require indemnity satisfactory to the Trustee be furnished to it to protect it against all fees and expenses, including those of its attorneys and advisors, and protect it against all liability it may incur.

(i) The Trustee shall not be deemed to have knowledge of an Event of Default hereunder unless it has actual knowledge thereof.

(j) The Trustee is authorized and directed to execute the Refunding Escrow Agreement.

Section 8.04 Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Community Facilities District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the duties imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Community Facilities District, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 8.05 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during business hours and upon reasonable notice to the inspection of the Community Facilities District, the Owners and their agents and representatives duly authorized in writing.

Section 8.06 Compensation and Indemnification. Subject to the provisions of Section 11.01, the Community Facilities District shall pay to the Trustee from time to time all reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges,

legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Indenture. Subject to the provisions of Section 11.01, the Community Facilities District further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities, costs, claims or expenses, including those of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder and under any related documents, including the enforcement of any remedies and the defense of any suit, and which are not due to its negligence or its willful misconduct. The duty of the Community Facilities District to indemnify the Trustee shall survive the termination and discharge of this Indenture.

ARTICLE IX

MODIFICATION OR AMENDMENT

Section 9.01 Amendments Permitted. (a) This Indenture and the rights and obligations of the Community Facilities District, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into with the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, which shall have been filed with the Trustee. No such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or the rate of interest borne thereby, or extend the time of payment, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or (iii) permit the creation of any lien on the Net Special Tax Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture or deprive the Owners of the Bonds of the lien created by this Indenture on such Net Special Tax Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Community Facilities District and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the Community Facilities District), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(b) This Indenture and the rights and obligations of the Community Facilities District, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into without the consent of any Bond Owners for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Community Facilities District in this Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Community Facilities District;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture;

(iii) to provide for the issuance of one or more Series of Additional Bonds, and to provide the terms and conditions under which such Series of Additional Bonds may be issued, subject to and in accordance with the provisions of Article III;

(iv) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(v) to modify, amend or supplement this Indenture in such manner as to cause interest on the Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(vi) in any other respect whatsoever as the Community Facilities District may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners hereunder, in the opinion of Bond Counsel filed with the Community Facilities District and the Trustee.

Section 9.02 Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Community Facilities District, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03 Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the Community Facilities District so determines shall, bear a notation by endorsement or otherwise in form approved by the Community Facilities District and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Community Facilities District and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Community Facilities District and authenticated by the Trustee, and upon demand of the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same interest rate and maturity.

Section 9.04 Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE X

DEFEASANCE

Section 10.01 Discharge of Indenture. If the Community Facilities District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, then the Owners of such Bonds shall cease to be entitled to the pledge of the Net Special Tax Revenues

and the other assets as provided herein, and all agreements, covenants and other obligations of the Community Facilities District to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Community Facilities District all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Community Facilities District all money or securities held by it pursuant hereto which are not required for the payment of the principal of and interest and premium, if any, on such Bonds.

Subject to the provisions of the above paragraph, when any of the Bonds shall have been paid and if, at the time of such payment, the Community Facilities District shall have kept, performed and observed all of the covenants and promises in such Bonds and in this Indenture required or contemplated to be kept, performed and observed by the Community Facilities District or on its part on or prior to that time, then this Indenture shall be considered to have been discharged in respect of such Bonds and such Bonds shall cease to be entitled to the lien of this Indenture and such lien and all covenants, agreements and other obligations of the Community Facilities District hereunder shall cease, terminate become void and be completely discharged as to such Bonds.

Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners of the Bonds and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest and premium, if any, on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture contained in Section 8.06 relating to the compensation of the Trustee shall remain in effect and shall be binding upon the Trustee and the Community Facilities District.

Section 10.02 Bonds Deemed To Have Been Paid. If moneys shall have been set aside and held by the Trustee for the payment or redemption of any Bonds and the interest thereon at the maturity or redemption date thereof, such Bonds shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01. Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 if (a) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Community Facilities District shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.02, notice of redemption of such Bonds on said redemption date, said notice to be given in accordance with Section 4.02, (b) there shall have been deposited with the Trustee either (i) money in an amount which shall be sufficient, or (ii) Federal Securities, the interest on and principal of which when paid will provide money which, together with the money, if any deposited with the Trustee at the same time, shall, as verified by an independent certified public accountant, be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and premium, if any, on such Bonds, and (c) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Community Facilities District shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the owners of such Bonds that the deposit required by clause (b) above has been made with the Trustee and that such Bonds, are deemed to have been paid in accordance with this Section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and premium, if any, on such Bonds.

Section 10.03 Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, to the extent permitted by law, any moneys held by the Trustee in trust for the payment of the principal of, or premium or interest on, any Bonds and remaining unclaimed for two years after the date of deposit of such moneys, shall be repaid to the Community Facilities District free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Community Facilities District, the Trustee may (at the cost of the Community Facilities District) first mail, by first class mail postage prepaid, to the Owners of Bonds which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Community Facilities District of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Special Obligations. All obligations of the Community Facilities District under this Indenture shall be special obligations of the Community Facilities District, payable solely from Special Tax Revenues and the other assets pledged therefor hereunder; provided, however, that all obligations of the Community Facilities District under the Bonds shall be special obligations of the Community Facilities District, payable solely from Net Special Tax Revenues and the other assets pledged therefor hereunder. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth herein), the City, or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Section 11.02 Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Community Facilities District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Community Facilities District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.03 Limitation of Rights. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the Trustee, the Community Facilities District and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained, and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Trustee, the Community Facilities District and the Owners of the Bonds.

Section 11.04 Waiver of Notice; Requirement of Mailed Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice shall be required to be given by mail, such requirement shall be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

Section 11.05 Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Community Facilities District of any Bonds, the Trustee may, upon the Written Request of the Community Facilities District, in lieu of such cancellation and delivery, destroy such Bonds and deliver a certificate of such destruction to the Community Facilities District.

Section 11.06 Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Community Facilities District hereby declares that it would have entered into this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 11.07 Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Community Facilities District:

City of Calabasas Community Facilities District No. 2001-1
c/o City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attention: City Clerk
Facsimile: (818) 224.1600

If to the Trustee:

U.S. Bank National Association
550 South Hope St., Suite 500
Los Angeles, CA 90071
Attention: Corporate Trust Services
Facsimile: (213) 615-6023

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 11.08 Evidence of Rights of Bond Owners. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in Person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any Person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Community Facilities District if made in the manner provided in this Section.

The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Community Facilities District in accordance therewith or reliance thereon.

Section 11.09 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the Community Facilities District, or by any other obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 11.10 Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 10.03 but without any liability for interest thereon.

Section 11.11 Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with prudent corporate trust industry standards to the extent practicable, and with due regard for the requirements of Section 6.07 and for the protection of the security of the Bonds and the rights of every Owner thereof.

Section 11.12 Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

Section 11.13 Waiver of Personal Liability. No member, officer, agent or employee of the Community Facilities District or the City shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

Section 11.14 Interpretation. (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein”, “hereof”, “hereby”, “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 11.15 Conflict with Act. In the event of any conflict between any provision of this Indenture and any provision of the Act, the provision of the Act shall prevail over the provision of this Indenture.

Section 11.16 Conclusive Evidence of Regularity. Bonds issued pursuant to this Indenture shall constitute evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 11.17 Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 11.18 Governing Laws. This Indenture shall be governed by and construed in accordance with the laws of the State of California.

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IN WITNESS WHEREOF, the Community Facilities District has caused this Indenture to be signed in its name by its representative thereunto duly authorized, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**CITY OF CALABASAS COMMUNITY
FACILITIES DISTRICT NO. 2001-1**

By: _____
City Manager

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Authorized Officer

EXHIBIT A

FORM OF SERIES 2017 BOND

No. _____

\$ _____

[NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE DISTRICT IN CONNECTION WITH THE SERIES 2017 BONDS. UNLESS AND UNTIL SUCH A DISCLOSURE DOCUMENT HAS BE PREPARED AND PROVIDED BY THE DISTRICT IN CONNECTION WITH A TRANSFER, REOFFERING OR REMARKETING OF THE SERIES 2017 BONDS, THE SERIES 2017 BONDS MAY NOT BE TRANSFERRED OTHER THAN TO A QUALIFIED INSTITUTIONAL BUYER, AS DEFINED IN THE RULE 144A OF THE SECURITIES ACT OF 1933. ANY TRANSFEREE TO WHOM A TRANSFER HAS BEEN MADE PRIOR TO THE PREPARATION AND PROVISION OF SUCH A DISCLOSURE DOCUMENT SHALL BE DEEMED TO HAVE REPRESENTED TO THE DISTRICT THAT (A) IT IS SUCH A QUALIFIED INSTITUTIONAL BUYER, (B) IT HAS PURCHASED SERIES 2017 BONDS FOR INVESTMENT PURPOSES AND NOT AS AN UNDERWRITER AND DOES NOT PRESENTLY INTEND TO TRANSFER, OTHERWISE DISTRIBUTE OR SELL THE SERIES 2017 BONDS, AND (C) IT IS FAMILIAR WITH THE CONDITION, FINANCIAL AND OTHERWISE, OF THE DISTRICT, HAS OBTAINED ALL INFORMATION THAT IT REGARDS AS NECESSARY FOR ITS DECISION TO PURCHASE THE SERIES 2017 BONDS, AND HAS MADE ITS OWN CREDIT EVALUATION OF THE DISTRICT.

BY POSSESSION OF THIS SERIES 2017 BOND, THE OWNER CERTIFIES THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN THE INDENTURE. THIS SERIES 2017 BOND MAY ONLY BE REGISTERED IN THE NAME OF, OR TRANSFERRED TO, A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN THE INDENTURE.]

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 2001-1
SPECIAL TAX REFUNDING BOND, SERIES 2017**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
	September 1, 20__	_____, 2017	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Calabasas Community Facilities District No. 2001-1, City of Calabasas, County of Los Angeles, State of California (the “Community Facilities District”), for value received, hereby promises to pay, solely from the Special Tax (as hereinafter defined) collected in the Community Facilities District or amounts in certain funds and accounts held under the Indenture (as hereinafter defined), to the Registered Owner identified above or registered assigns (the “Registered Owner”), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof payable semiannually on March 1 and September 1 in each year, commencing [March 1, 2018] (the “Interest Payment Dates”), until payment of

such Principal Amount in full. This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to [February 15, 2018], in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or duly provide for). The Principal Amount hereof is payable upon surrender hereof upon maturity or earlier redemption at the Office of the Trustee (as hereinafter defined). Interest hereon is payable by check of U.S. Bank National Association, as Trustee (the "Trustee"), mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the Registration Books of the Trustee as of the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date. "Office of the Trustee" means the office of the Trustee in Los Angeles, California, at which at any particular time corporate trust business shall be administered, or such other office as it shall designate, except that with respect to presentation of Bonds for payment, transfer or exchange, the term shall mean the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota or any other office specified by the Trustee.

This Bond is one of a series of a duly authorized issue of bonds approved by the qualified electors of the Community Facilities District on June 20, 2001, pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code (the "Act"), and issued for the purpose of refinancing facilities previously financed by the Community Facilities District, through the refunding of the outstanding principal amount of City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, and is one of the series of bonds designated "City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017" (the "Series 2017 Bonds") in the aggregate principal amount of \$_____. The Series 2017 Bonds are issued pursuant to an Indenture, dated as of December 1, 2017 (the "Indenture"), by and between the Community Facilities District and the Trustee, and this reference incorporates the Indenture herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Pursuant to and as more particularly provided in the Indenture, the Community Facilities District shall not issue any additional bonds ("Additional Bonds") or obligations payable from Net Special Tax Revenues (as defined in the Indenture) on a parity with the Series 2017 Bonds, except as set forth in the Indenture. The Series 2017 Bonds and any Additional Bonds are collectively referred to as the "Bonds." The Indenture is entered into, and this Bond is issued under, the Act and the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of and interest on the Bonds are payable solely from the annual special tax authorized under the Act to be collected within the Community Facilities District (the "Special Tax"), after the payment of certain administrative expenses, and certain funds held under the Indenture. Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Net Special Tax Revenues and any other amounts (including proceeds of the sale of the Bonds) held in the Bond Fund, the Reserve Fund and the Redemption Fund established under the Indenture are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act. Said pledge constitutes a first lien on such assets.

The Series 2017 Bonds shall be subject to optional redemption and mandatory redemption, as specified in the Indenture.

The Trustee on behalf and at the expense of the Community Facilities District shall mail (by first class mail) notice of any redemption to the respective owners of any Series 2017 Bonds designated for

redemption, at their respective addresses appearing on the Registration Books maintained by the Trustee, at least 30 but not more than 60 days prior to the redemption date; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Series 2017 Bonds or the cessation of the accrual of interest thereon. The redemption price of the Series 2017 Bonds to be redeemed shall be paid only upon presentation and surrender thereof at the Office of the Trustee. From and after the date fixed for redemption of any Series 2017 Bonds, interest on such Series 2017 Bonds will cease to accrue.

The Series 2017 Bonds are issuable as fully registered Bonds without coupons in its Authorized Denomination. [Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Series 2017 Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount and maturity of fully registered Series 2017 Bonds of other Authorized Denominations.]

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Series 2017 Bond or Series 2017 Bonds, of Authorized Denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange for this Bond. The Community Facilities District and the Trustee may treat the Registered Owner of this Bond as its absolute owner hereof for all purposes, and the Community Facilities District and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the Community Facilities District, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the fixed maturity of any Bonds, or reduce the principal thereof or the rate of interest borne thereby, or extend the time of payment, without the consent of the owner of such Bond, (b) reduce the percentage of Bonds the consent of the owners of which is required to effect any such amendment or modification, or (c) permit the creation of any lien on the Net Special Tax Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or deprive the Bonds owners of the lien created under the Indenture on such Net Special Tax Revenues and such other assets (except as expressly provided in the Indenture), without the consent of the owners of all outstanding Bonds.

The Indenture contains provisions permitting the Community Facilities District to make provision for the payment of interest on, and the principal and premium, if any, of any of the Bonds so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

All obligations of the Community Facilities District under the Indenture shall be special obligations of the Community Facilities District, payable solely from Special Tax Revenues and the other assets pledged for that purpose under the Indenture; provided, however, that all obligations of the Community Facilities District under the Bonds shall be special obligations of the Community Facilities District, payable solely from Net Special Tax Revenues and the other assets so pledged. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth herein and in the Indenture), the City of Calabasas or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

IN WITNESS WHEREOF, the Community Facilities District has caused this Bond to be signed in its name and on its behalf by the facsimile signatures of the Mayor of the City of Calabasas and the City Clerk of the City of Calabasas, all as of the Dated Date identified above.

**CITY OF CALABASAS COMMUNITY
FACILITIES DISTRICT NO. 2001-1**

By: _____
Mayor of the City of Calabasas

Attest:

By: _____
City Clerk of the City of Calabasas

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Series 2017 Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF INVESTOR LETTER

[To Come]

City of Calabasas
Community Facilities District No. 2001-1
Calabasas, California

Re: City of Calabasas Community Facilities District No. 2001-1
Special Tax Refunding Bonds, Series 2017

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby acknowledges receipt of \$_____ principal amount of City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017 (the “Bonds”), issued under an Indenture, dated as of ____ 1, 2017 (the “Indenture”), between City of Calabasas Community Facilities District No. 2001-1 (the “District”), and U.S. Bank National Association, as Trustee (the “Trustee”). Capitalized terms not defined in this letter have the meanings given them in the Indenture.

This letter (the “Investor Letter”) is delivered to you in connection with the purchase of the Bonds by the Purchaser, and the Purchaser hereby makes the following representations upon which you may rely:

1. The Purchaser has authority to purchase the Bonds and to execute this Investor Letter and any other instruments and documents the Purchaser may be required to execute in connection with the purchase of the Bonds.
2. The Purchaser is a Qualified Institutional Buyer within the meaning of the Indenture, has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds to be able to evaluate the risks and merits of the investment represented by the Bonds, and can bear the economic risk of its investment in the Bonds. The Bonds are a financially suitable investment for the Purchaser consistent with its investment policies, needs and objectives. The Purchaser understands that it may be required to bear the risks of this investment in the Bonds for an indefinite time, as there may be no market for the Bonds.
3. The Purchaser is purchasing the Bonds solely for its own account and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser’s property will remain at all times within its control), and the Purchaser intends to hold the Bonds for its own account and does not intend at this time to dispose of all or any part of the Bonds. The Purchaser has directed the District not to obtain a CUSIP number for the Bonds, or apply for eligibility for the Bonds with The Depository Trust Company.

4. The Purchaser understands that the Bonds are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof. The Purchaser further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, (d) will not be assigned CUSIP numbers, and (e) will be delivered in a form that may not be readily marketable.
5. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bonds and security therefor, that it has received the documents executed or adopted by the District in connection with the Bonds and other documents it has requested, and that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Bonds and the security therefor so that, as a reasonable investor, the Purchaser has been able to make its decision to purchase the Bonds.
6. Although the Purchaser does not intend at this time to dispose of all or any part of the Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, in accordance with terms and conditions of the Indenture (including sales limited to Qualified Institutional Buyers as defined in the Indenture in the minimum denominations set forth therein). The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the District that it will comply, with the Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bonds, including disclosure of material information (without involving the District in any manner). The Purchaser agrees to indemnify the District for any liabilities or costs incurred by the District (including attorney fees) in connection with any sale, transfer or other disposition of the Bonds in violation of such restrictions or laws.
7. The Purchaser acknowledges (a) that the Bonds are special obligations of the District, payable solely from Net Special Tax Revenues and the other assets pledged therefor under the Indenture; (b) that the Bonds are not obligations payable from the general revenues or other funds of the District, the City of Calabasas, the State of California, or any other political subdivision or public body, corporate or politic, of the State of California; and (c) that the District shall not be directly, indirectly, contingently or morally obligated to pay the principal of the Bonds or the interest thereon, or any other expenses related to the Bonds, except from funds provided under the Indenture and neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City, or the State of California, or any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds.

Dated: _____, 20__

Very truly yours,

By: _____

Title: Authorized Officer

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 2001-1
SPECIAL TAX REFUNDING BONDS
SERIES 2006**

REFUNDING ESCROW AGREEMENT

This REFUNDING ESCROW AGREEMENT (the “Agreement”), made and entered into as of December 1, 2017, by and between City of Calabasas Community Facilities District No. 2001-1 (the “Community Facilities District”), and U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, having a corporate trust office located in Los Angeles, California, and being qualified to accept and administer the trusts hereby created, as escrow agent and as Trustee under the Prior Indenture as defined below (the “Escrow Agent”),

WITNESSETH:

WHEREAS, there are currently outstanding, under an Indenture dated as of May 1, 2006 (the “Prior Indenture”), by and between the Community Facilities District and the Escrow Agent, as trustee, \$_____ aggregate principal amount of City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2006 (the “Prior Bonds”); and

WHEREAS, the City Council (the “City Council”) of the City of Calabasas (the “City”) desires, pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code, as amended (the “Act”), to refund the outstanding principal amount of the Prior Bonds; and

WHEREAS, in order to provide a portion of the moneys required to refund the Prior Bonds, the Community Facilities District is issuing \$_____ aggregate principal amount of City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2017 (the “Series 2017 Bonds”), pursuant to an Indenture, dated as of December 1, 2017 (the “Indenture”), by and between the Community Facilities District and U.S. Bank National Association, as trustee (the “Trustee”); and

WHEREAS, the Series 2017 Bonds are being issued for the purpose of providing moneys which will, among other things, be sufficient (together with other moneys and interest earnings thereon) (i) to provide for the payment when due of the interest on the Prior Bonds to and including March 1, 2018, and (ii) to redeem the Prior Bonds on March 1, 2018, at par without premium (the sum of the amounts referred to in clauses (i) and (ii) of this preamble are hereinafter referred to as the “Redemption Price”); and

WHEREAS, the Indenture contemplates the setting aside of a portion of the proceeds of the Series 2017 Bonds in order to provide for the payment of the Redemption Price of the Prior Bonds and that such proceeds shall be deposited in a special escrow fund to be created hereunder to be known as the Refunding Escrow to be maintained by the Escrow Agent (the “Refunding Escrow”); and

WHEREAS, the Community Facilities District has taken action to cause to be issued or delivered to the Escrow Agent for deposit in or credit to the Refunding Escrow certain securities and investments consisting of non-callable direct obligations of, or non-callable obligations guaranteed by, the United States of America (the “Investment Securities”), all as listed on Schedule I attached hereto and made a part hereof, in an amount which, together with income or increment to accrue on such securities, have

been certified by Causey Demgen & Moore P.C., to be sufficient to pay when and as due the Redemption Price of the Prior Bonds;

NOW, THEREFORE, the Community Facilities District and the Escrow Agent hereby agree as follows:

Section 1. Appointment of Escrow Agent. The Community Facilities District hereby appoints the Escrow Agent as escrow holder for all purposes of this Agreement, and in accordance with the terms and provisions of this Agreement the Escrow Agent hereby accepts the appointment.

Section 2. Establishment, Funding and Maintenance of Refunding Escrow. Pursuant to the Indenture, the sum of \$_____ is being transferred to the Escrow Agent, which sum represents:

Proceeds of the Series 2017 Bonds:
Amounts remaining in the funds/account for the Prior
Bonds established under the Prior Indenture:
 Debt Service Reserve Fund
 Accrued interest on Debt Service Reserve Fund
 Special Tax Fund
Total to Escrow Agent _____

The Escrow Agent hereby accepts and acknowledges receipt of such monies. The Escrow Agent agrees to establish and maintain until the Redemption Price of the Prior Bonds has been paid in full a fund designated as the "Refunding Escrow," and to hold the securities, investments and moneys therein at all times as a special and separate trust fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Agent). All securities, investments and moneys in the Refunding Escrow are hereby irrevocably pledged, subject to the provisions of Section 3 hereof, to secure the payment of the Redemption Price of the Prior Bonds.

Section 3. Investment of the Refunding Escrow.

(a) The Community Facilities District hereby directs the Escrow Agent to accept in the name of the Escrow Agent, for the account of the Refunding Escrow, the Investment Securities listed on Schedule I hereto. Except as otherwise provided in this Section, the Escrow Agent shall not reinvest any remaining portion of the Refunding Escrow and shall hold such portion uninvested in the Refunding Escrow.

(b) Upon the written direction of the Community Facilities District, but subject to the conditions and limitations herein set forth, the Escrow Agent shall purchase substitute Investment Securities with the proceeds derived from the sale, transfer, redemption or other disposition of Investment Securities then on deposit in the Refunding Escrow in accordance with the provisions of this Section 3(b); provided that such substituted Investment Securities shall be limited to the investment securities as set forth in EXHIBIT A attached hereto. Such sale, transfer, redemption or other disposition of such Investment Securities then on deposit in the Refunding Escrow and substitution of other Investment Securities of the Community Facilities District are permitted hereunder but only by a simultaneous transaction and only if: (i) a nationally recognized firm of Independent Certified Public Accountants (the "Independent Certified Public Accountants") or such other qualified firm selected by the Community Facilities District shall certify that (A) the Investment Securities to be substituted, together with the Investment Securities which will continue to be held in the Refunding Escrow, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient

moneys will be available from maturing principal and interest on such Investment Securities held in the Refunding Escrow together with any uninvested moneys, to make all payments required by Section 4 hereof which have not previously been made, and (B) the amounts and dates of the anticipated payments by the Escrow Agent of the Redemption Price will not be diminished or postponed thereby; and (ii) the Escrow Agent shall receive an opinion of nationally recognized bond counsel to the effect that the sale, transfer, redemption or other disposition and substitution of Investment Securities will not adversely affect the exclusion of interest on the Series 2017 Bonds or the Prior Bonds from gross income for federal income tax purposes.

(c) Upon the written direction of the Community Facilities District, but subject to the conditions and limitations herein set forth, the Escrow Agent will apply any moneys received from the maturing principal of or interest or other investment income on any Investment Securities held in the Refunding Escrow, or the proceeds from any sale, transfer, redemption or other disposition of Investment Securities pursuant to Section 3(b) not required for the purposes of said Section, as follows:

(i) to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 4 hereof, as shall be certified to the Escrow Agent by a nationally recognized firm of Independent Certified Public Accountants or such other qualified firm selected by the Community Facilities District, such moneys shall be paid over to the Community Facilities District upon the written direction of the Community Facilities District as received by the Escrow Agent, free and clear of any trust, lien, pledge or assignment securing the Prior Bonds or otherwise existing hereunder, after provision for payment of amounts due the Escrow Agent pursuant to Sections 8 and 15 hereof; and

(ii) to the extent such moneys will be required for such purpose at a later date, such moneys shall, to the extent practicable and at the written direction of the Community Facilities District, be invested or reinvested in Investment Securities maturing at times and in amounts sufficient to pay when due the Redemption Price (provided that (A) the amount of the funds to be realized from time to time from such investment or reinvestment shall be certified by a nationally recognized firm of Independent Certified Public Accountants or such other qualified firm selected by the Community Facilities District, and (B) the Community Facilities District shall deliver to the Escrow Agent an opinion of nationally recognized bond counsel to the effect that such investment or reinvestment will not adversely affect the exclusion of interest on the Series 2017 Bonds or the Prior Bonds from gross income for federal income tax purposes) and interest earned from such investments or reinvestment shall be retained by the Escrow Agent for such purpose.

(d) The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

Section 4. Payment and Redemption of the Prior Bonds. Except as otherwise provided in Section 3, the Community Facilities District hereby requests and irrevocably instructs the Escrow Agent to deposit in the Refunding Escrow the principal of and interest on the Investment Securities held for the account of the Refunding Escrow promptly as such principal and interest become due and, subject to the provisions of Section 3 hereof, to pay in timely fashion the Redemption Price of the Prior Bonds. Upon payment in full of the Redemption Price of the Prior Bonds, the Escrow Agent shall transfer any moneys or securities remaining in the Refunding Escrow [to the Community Facilities District][to the Special Tax Fund established under the Indenture] after provision for payment of amounts due the Escrow Agent pursuant to Sections 8 and 15 hereof, and the obligations of the Escrow Agent under this Agreement shall terminate. The Refunding Escrow cash flow is set forth in Schedule II attached hereto.

Section 5. Notice of Redemption. The Community Facilities District hereby irrevocably instructs the Escrow Agent to take all steps required to redeem, on March 1, 2018 (the “Redemption Date”), the outstanding Prior Bonds maturing on or after September 1, 2018 at a redemption price equal to the principal amount thereof together with accrued interest thereon to the Redemption Date, without premium. The Community Facilities District hereby irrevocably instructs the Escrow Agent at the expense of the Community Facilities District to cause a notice of redemption of the Prior Bonds maturing on or after September 1, 2018 in substantially the form attached hereto as Exhibit B and by this reference incorporated herein, to be mailed by first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to the Redemption Date, to (i) the registered owners of the Prior Bonds so called for redemption at their respective addresses appearing on the registration books maintained for the Prior Bonds, (ii) to Ambac, and (iii) to Citigroup Global Markets Inc., as Initial Purchaser of the Prior Bonds, and to post notice of redemption by reference to the applicable CUSIP Numbers for the then Outstanding Prior Bonds with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) system.

Section 6. Notice of Defeasance. The Community Facilities District hereby irrevocably instructs the Escrow Agent at the expense of the Community Facilities District to cause a notice of defeasance of the Prior Bonds, in substantially the form attached hereto as Exhibit C and by this reference incorporated herein, to be mailed by first class mail, postage prepaid, not more than thirty (30) days from the date of defeasance, (i) to the registered owners of the Prior Bonds at their respective addresses appearing on the registration books maintained for the Prior Bonds, (ii) to Ambac, and (iii) to Citigroup Global Markets Inc., as Initial Purchaser of the Prior Bonds, and to post notice of defeasance by reference to the applicable CUSIP Numbers for the Outstanding Prior Bonds with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) system.

Section 7. Possible Deficiencies.

(a) If at any time the Escrow Agent has actual knowledge that the moneys in the Refunding Escrow, including the anticipated proceeds of the Investment Securities, will not be sufficient to make all payments required by Section 4 hereof, the Escrow Agent shall notify the Community Facilities District in writing as soon as is reasonably practicable of such fact, the amount of such deficiency and, if known, the reason therefor.

(b) Upon receipt of the notice specified in subsection (a) of this Section, the Community Facilities District shall deposit in the Refunding Escrow, from any legally available moneys, such additional moneys as may be required to pay fully the aggregate amounts to become due and payable in connection with the payment of the Redemption Price of the Prior Bonds.

(c) The Escrow Agent shall in no manner be responsible for the Community Facilities District’s failure to make any such deposit.

Section 8. Fees and Costs.

(a) The Community Facilities District shall pay to the Escrow Agent from time to time reasonable compensation for all services rendered under this Agreement. The parties hereto agree that the duties and obligations of the Escrow Agent shall be as expressly provided herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.

(b) The Escrow Agent shall also be entitled to additional fees and reimbursements for costs incurred, including but not limited to attorneys’ and accountants’ services, involving this Agreement.

(c) The fees of and the costs incurred by the Escrow Agent shall in no event be deducted or payable from, or constitute a lien against, the Refunding Escrow, except as otherwise provided herein.

Section 9. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor of such Escrow Agent without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 10. Resignation of Escrow Agent.

The Escrow Agent may at any time resign by giving written notice to the Community Facilities District of such resignation. The Community Facilities District shall promptly appoint a successor Escrow Agent. Resignation of the Escrow Agent will be effective only upon acceptance of appointment of a successor Escrow Agent. If the Community Facilities District does not appoint a successor, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the Community Facilities District may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the Community Facilities District appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the Community Facilities District shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Indenture.

Section 15. Indemnification. The Community Facilities District agrees to indemnify, hold harmless and defend the Escrow Agent to the maximum extent permitted by law against any and all losses, damages, claims, actions, liabilities, costs and expenses of whatever nature, kind or character (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) which may be imposed on, or incurred by or asserted against the Escrow Agent directly or indirectly arising out of or related to the acceptance and performance by the Escrow Agent of its duties hereunder. This indemnification shall apply whether any such claim, suit, investigation, proceeding or action is based upon (i) the interference with or breach of or alleged interference with or alleged breach of any existing contract in connection with the Prior Bonds, (ii) any untrue statement or alleged untrue statement of a material fact or omission of a material fact required to be stated in any offering document with respect to the Prior Bonds necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iii) any other

wrongful act or alleged wrongful act of the Community Facilities District related to the redemption of the Prior Bonds; provided, however, that this indemnification shall not cover any losses or expenses incurred by the Escrow Agent as a result of its negligence or willful misconduct. In addition to the foregoing, the prevailing party in any lawsuit shall be entitled to attorneys' fees and costs incurred in any judgment proceeding to collect or enforce the judgment. This provision is separate and severable and shall survive the merger of this Agreement into any judgment on this Agreement.

The agreements of the Community Facilities District hereunder shall survive termination of this Agreement.

Section 16. Immunities and Liability of Escrow Agent.

(a) The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.

(b) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if the Escrow Agent or the Community Facilities District knows of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under this Agreement in the case of any default in the performance of the covenants or agreements contained in the Indenture. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Agreement.

(c) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Community Facilities District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(d) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein or in the Indenture, other than recitals or representations specifically made by the Escrow Agent.

(e) The Escrow Agent may become the owner of, or acquire any interest in, any of the Series 2017 Bonds with the same rights that it would have if it were not the Escrow Agent and may engage or be interested in any financial or other transaction with the Community Facilities District.

(f) The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or securities deposited with it to pay the principal of or interest or premium on the Prior Bonds.

(g) The Escrow Agent shall not be liable for any action or omission of the Community Facilities District under this Agreement or the Indenture.

(h) Whenever in the administration of this Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of any authorized representative of the Community Facilities District, and such certificate shall, in the absence of negligence or willful misconduct on the part

of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(i) The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent in connection with this Agreement and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

Section 17. Termination of Agreement. Upon payment in full of the principal of and interest on the Prior Bonds and all of the fees and expenses of the Escrow Agent as described above, all obligations of the Escrow Agent under this Agreement shall cease and terminate, except for the obligation of the Escrow Agent to pay or cause to be paid to the owners of the Prior Bonds not presented for payment all sums due thereon and the obligation of the Community Facilities District to pay to the Escrow Agent any amounts due and owing to the Escrow Agent hereunder; provided, however, the obligations of the Escrow Agent with respect to the payment of the Prior Bonds shall cease and terminate one year after the date on which the same shall have become due as described hereunder and in accordance with the Prior Indenture.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Calabasas Community Facilities District No. 2001-1 and U.S. Bank National Association have caused this Agreement to be executed each on its behalf as of the day and year first above written.

CITY OF CALABASAS COMMUNITY
FACILITIES DISTRICT NO. 2001-1

By: _____
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent and as Trustee

By: _____
Authorized Officer

SCHEDULE I

Investment Securities

A description of the Investment Securities is set forth on Exhibits A-1 and A-2 to the Verification Report prepared by Causey Demgen & Moore P.C., attached hereto and incorporated herein by reference as though fully set forth herein and made a part hereof, relating to the Series 2017 Bonds.

SCHEDULE II

Refunding Escrow Cash Flow

The cash flow for the Refunding Escrow is set forth on Exhibit A to the Verification Report prepared by Causey Demgen & Moore P.C., attached hereto and incorporated herein by reference as though fully set forth herein and made a part hereof, relating to the Series 2017 Bonds.

EXHIBIT A

The Escrow Agent shall purchase only the following substituted Investment Securities:

(a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

EXHIBIT B

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 2001-1
SPECIAL TAX REFUNDING BONDS, SERIES 2006
LOS ANGELES COUNTY, CALIFORNIA**

DATED MAY 31, 2006

[CUSIP No. 12804PA]

NOTICE OF REDEMPTION

To holders or owners of the City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2006 maturing on or after September 1, 2018 (the "Redeemed Bonds"):

NOTICE IS HEREBY GIVEN that, pursuant to the applicable provisions of the Indenture dated as of May 1, 2006 (the "Indenture") providing for the issuance of the above-captioned bonds, the Redeemed Bonds will be redeemed on March 1, 2018 (the "Redemption Date") at the price equal to the principal amount thereof together with interest accrued to the Redemption Date, without premium. On or before the Redemption Date, the Redeemed Bonds are required to be surrendered at the Office of the Trustee for redemption at the Redemption Price. From and after the Redemption Date, interest on the Redeemed Bonds shall cease to accrue.

Pursuant to the Bond Indenture, payment of the Redemption Price on the Redeemed Bonds called for redemption will be paid without presentation of the Redeemed Bonds if presentment is not required and upon presentation of the Redeemed Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

Delivery Instructions:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Registered or certified insured mail is suggested when submitting Redeemed Bonds for payment.

Bondholders presenting their Redeemed Bonds in person for same day payment must surrender their Redeemed Bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Redeemed Bond, you are not required to endorse the Redeemed Bond to collect the Redemption Price.

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link for Redemption instructions. You may also contact our Bondholder Communications team at 1-800-934-6802 Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

*The Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Redemption Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.

Dated: _____, 2018

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By: _____

[Notice to be sent also to Ambac Assurance Corporation]

EXHIBIT C

**CITY OF CALABASAS
COMMUNITY FACILITIES DISTRICT NO. 2001-1
SPECIAL TAX REFUNDING BONDS, SERIES 2006
LOS ANGELES COUNTY, CALIFORNIA**

DATED MAY 31, 2006

[CUSIP No. 12804PA]

NOTICE OF DEFEASANCE

To holders or owners of the City of Calabasas Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Series 2006 (the "Defeased Bonds"):

The City of Calabasas Community Facilities District No. 2001-1 (the "District") has defeased the Defeased Bonds pursuant to Article X of its Indenture dated as of May 1, 2006 (the "Indenture") providing for the issuance of the Defeased Bonds, by depositing federal securities with U.S. Bank National Association, as escrow agent (the "Escrow Agent"), sufficient to secure and accomplish the payment of interest on the Defeased Bonds until March 1, 2018 (the "Redemption Date"), and on that date to redeem all the Defeased Bonds maturing on and after September 1, 2018. Any capitalized term used but not otherwise defined in this Notice of Defeasance shall have the meaning assigned to such term in the Indenture.

With the deposit of such federal securities with the Escrow Agent, the Owners of the Defeased Bonds cease to be entitled to the pledge of the Net Special Tax Revenues and the other assets as provided under the Indenture, and all agreements, covenants and other obligations of the Community Facilities District to the Owners of the Defeased Bonds under the Indenture have ceased, terminated and become void, discharged and satisfied.

The Defeased Bonds maturing on or after September 1, 2018 will be redeemed, after the mailing of a notice of to the Owners of the Defeased Bonds for the redemption of such bonds on the Redemption Date, at the principal amount thereof without premium.

Pursuant to Article X of the Indenture, the Defeased Bonds are now secured solely by the Refunding Fund held by the Escrow Agent, and your rights, and those of the Trustee, to the funds and accounts of the City of Calabasas Community Facilities District No. 2001-1 established under the Indenture, other than the Refunding Fund, have terminated.

Dated: December __, 2017

U.S. BANK NATIONAL ASSOCIATION

By: _____

[Notice to be sent also to Ambac Assurance Corporation]

PLACEMENT AGENT AGREEMENT

This Placement Agent Agreement (“Agreement”) is made and entered into by and between the City of Calabasas, California (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”).

WITNESSETH:

WHEREAS, the Issuer presently intends to issue the approximate amount of \$18,900,000 of Special Tax Refunding Bonds CFD 2001-1 Series 2017 (the “Bonds”) and, in connection with the authorization, sale, issuance and delivery of such Bonds, the Issuer desires to obtain the professional services of HilltopSecurities to serve as the placement agent for the Bonds; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as placement agent, acting not as a fiduciary, in connection with the issuance of the Bonds.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, HilltopSecurities agrees to provide its professional services and its facilities as placement agent in connection with the issuance of the Bonds; and for having rendered such services, the Issuer agrees to pay to HilltopSecurities the compensation as provided in Section III hereof.

SECTION II TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, shall remain in effect thereafter until the Issuer has paid HilltopSecurities in full the placement agent fee and all reimbursable expenses.

SECTION III COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to HilltopSecurities for the services set forth and described in Section I of this Agreement with respect to the issuance of the Bonds during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and HilltopSecurities, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HilltopSecurities is entitled to reimbursement, shall become due and payable concurrently with the delivery of the proceeds of the Bonds to the Issuer. HilltopSecurities has not received nor will it collect any compensation or other consideration from the buyer(s).

**SECTION IV
MISCELLANEOUS**

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of California.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by the parties hereto.
4. No Fiduciary Duty. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and HilltopSecurities in which HilltopSecurities is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) HilltopSecurities has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto irrespective of whether HilltopSecurities or any of its affiliates has provided other services or is providing other services to the Issuer on other matters; (iii) the only obligations HilltopSecurities has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

HILLTOP SECURITIES INC.



By: _____
Mike Cavanaugh
Managing Director

Dated: _____

ISSUER

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

The fees due HilltopSecurities will not exceed:

\$15,000

The Issuer shall be responsible for the following expenses, if any:

Bond Counsel fee and charges

Bank Counsel fee and charges

Disclosure Counsel fee and charges

Trustee or Escrow Bank

Municipal/Financial Advisor

Printing and distribution costs

Cost of any required notices

Third party reports or providers such as an appraisal, title insurance, fiscal consultant, assessment engineer or special tax consultant

CDIAC

HilltopSecurities will be responsible for our own travel expenses and legal fees. Our fee is entirely contingent on the successful completion of a financing. If the issue fails to close, we will not be reimbursed for any expenses.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 2, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: *[Signature]* ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY
ENGINEER**

**SUBJECT: ADOPTION OF RESOLUTION NO. 2017-1566 TO SUPPORT A VISION
ZERO INITIATIVE**

MEETING

DATE: OCTOBER 11, 2017

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2017-1566 to support a Vision Zero Initiative.

BACKGROUND:

The City Council requested that the City Manager look into the Vision Zero concept that originated out of Sweden in 1997, where it was adopted as a national strategy. Since then Sweden has seen its number of transportation deaths drop by 30%.

Vision Zero has become a national (San Francisco, NYC, Austin, City of Los Angeles, San Diego, Seattle, Portland, Chicago, etc.) traffic safety initiative that works to eliminate traffic related fatalities and serious pedestrian injuries. Vision Zero brings together various professionals and agencies, such as engineers, health professionals and law enforcement officials to address the various complexities of traffic related safety issues and concerns.

The City of Los Angeles Mayor Garcetti issued an Executive Directive in August of 2015 formally launching Vision Zero in the City of Los Angeles.

DISCUSSION/ANALYSIS:

City staff has and continues to implement a wide variety of traffic safety plans and initiatives throughout the City, in addition to local area schools, to ensure pedestrian safety within the City of Calabasas. Some of the measures already implemented include but are not limited to the Mulholland Highway Scenic Corridor Improvement Project. This project is part of the Mulholland Master Plan and included reducing a four lane highway to two lane highway, traveling in both directions, an illuminated/flashing crosswalk, flashing beacons, a bike lane, landscaped medians and bulb outs along Mulholland Highway from the intersection of Mulholland Highway/Mulholland Drive westbound to the intersection Old Topanga Canyon Road/Mulholland Highway.

The City's various plans that have been incorporated and included with the City's infrastructure which validate the outline of the Vision Zero initiative. These plans include but are not limited to; the Pedestrian Master Plan, the Bicycle Master Plan, the Mulholland Highway Master Plan, the Citywide Neighborhood Traffic Calming Program and the City's General Plan Circulation Element. All of these are within the criteria and guidelines of the Vision Zero initiative.

A presentation on the Vision Zero concept was presented to the Traffic and Transportation Commission at the September 12, 2017 meeting. With the support from the City's Traffic and Transportation Commission, a Vision Zero initiative is suggested in order to formalize and continue implementing traffic safety measures that support the Vision Zero concept by focusing on engineering, enforcement, education, and the evaluation of resources on a city wide basis.

FISCAL IMPACT/SOURCE OF FUNDING:

None at this time.

REQUESTED ACTION:

That the City Council adopt Resolution No. 2017-1566 to support a Vision Zero Initiative.

ATTACHMENTS:

Attachment A – Resolution No. 2017-1566
Attachment B – Power Point Presentation

**ITEM 7 ATTACHMENT A
RESOLUTION NO. 2017-1566**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA TO SUPPORT A VISION
ZERO INITIATIVE IN THE CITY OF CALABASAS**

WHEREAS, traffic collisions are among the leading cause of deaths and injuries in the United States, California, and Los Angeles County; and

WHEREAS, the City has prepared studies and plans to improve safety for pedestrians, bicyclists and vehicles within the City's incorporated boundaries;

WHEREAS, Vision Zero is a program which provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and

WHEREAS, the Vision Zero program has been adopted and supported by many cities throughout the country; and

WHEREAS, the City's Traffic and Transportation Commission supports and endorses Vision Zero's goals.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF CALABASAS AS FOLLOWS:**

That the council hereby supports a Vision Zero initiative for reducing traffic deaths and serious injuries, while increasing safe, healthy, and equitable mobility for all in the City of Calabasas.

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 11th day of October, 2017.

Mary Sue Maurer, Mayor

ATTEST:

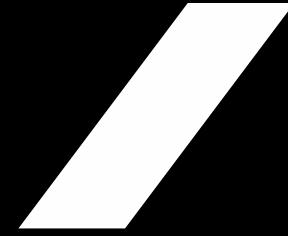
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

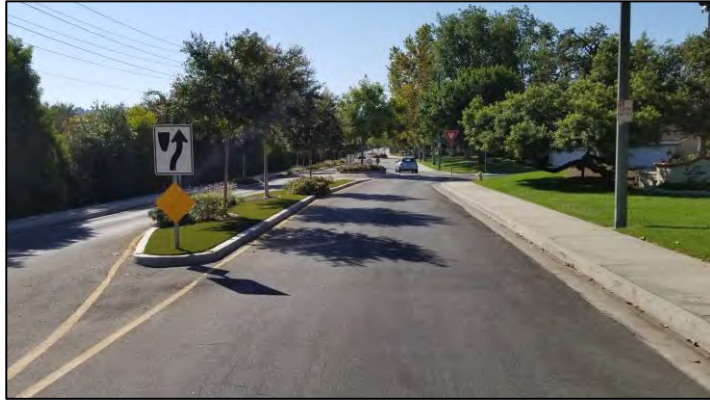


CALABASAS VISION ZERO Initiative



**Making Vision Zero
a reality will entail
much more than just
engineering, education,
and enforcement.**

**It's a collaborative
effort that will require
every Community
member do help
and do there part.**



ACHIEVING VISION ZERO

Raise expectations and change the safe driving/walking/biking behavior on City streets

Crashes are preventable – they are not “accidents”

Tools to make streets safer:

- Education and Dialogue with the Public
- Enhanced Enforcement
- Street Design
- Legislation



VISION ZERO: DIALOGUE WITH THE PUBLIC

- Input by the public through workshops, Commission Meetings
- Crash data analysis and community insight inform and help advise community members and city residents on a Pedestrian Safety & Landscape Enhancement Action Plan



Crash Involvement Rates by Driver Age

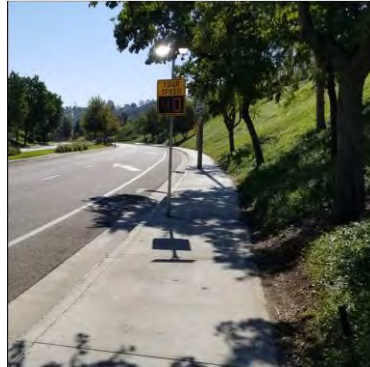
Age	All Crashes Per Million Miles	Fatal Crashes Per 100 Million Miles	All Crashes Per 1,000 Population	Fatal Crashes Per 100,000 Population
16	43	17	84	33
17	30	13	101	42
18	16	8	103	52
19	4	7	95	48
16-19	20	9	96	44
20-24	10	5	81	41
25-29	6	3	64	33
30-34	5	2	51	26
35-39	4	2	47	23
40-44	4	2	42	20
45-49	4	2	39	18
50-54	4	2	34	18
55-59	4	2	31	16
60-64	4	3	27	16
65-69	7	4	27	16
70-74	8	5	25	17
75+	12	12	18	17

Source: Insurance Institute for Highway Safety



VISION ZERO: ENDING AN EPIDEMIC

High risk driver choices/behavior are a factor in 70% of pedestrian fatalities.



VISION ZERO: ENHANCED ENFORCEMENT

Law Enforcement Officers committed to writing violations high-risk behaviors:

- Speeding
- Failure to yield
- Improper turns
- Texting/phoning while driving
- Signal violations
- Preferential Parking around Schools



VISION ZERO: EDUCATION & OUTREACH

- Creates “Safety Honor Roll” for Xing Guards & Bus Drivers
- Educates drivers to “set the tone” for safer driving on city streets



VISION ZERO: STREET DESIGN YEARLY TARGETS

- Speed Bumps
- Intersection and Corridor Projects (Park Sorrento) each year
- Corridor Speed Reduction
- 5 Arterial Slow Zones
- Slow Zones with signs
- Enhanced Street Design with Median Landscape & Radar Signage



VISION ZERO: STREET DESIGN

- Safe streets are simple and predictable
- Green Street Implement
- Safe Zone for Mulholland Corridor



VISION ZERO: STREET DESIGN

- Shorter crossing distances
- Smart X-Walk
- Old Town Cobble Stone
- Pedestrian refuges also reduces vehicle speeds at ???



VISION ZERO: 25 MPH

- 25 MPH boundary signs entering local neighborhoods and around local area schools, near major bridges and to limited access highway exits
- Major arterial streets
- Enhanced Landscape



VISION ZERO



These streets are now safer by design. We are putting every tool we have—engineering, enforcement and education—to use in reaching Vision Zero.

With the adoption of Resolution No. 2017-XXXX staff are designing roads based on traffic safety over traffic flow.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 22, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, COLANTUONO HIGHSMITH & WHATLEY,
CITY ATTORNEY

SUBJECT: REPORT ON ARBITRATOR'S RECOMMENDATION ACCEPTING
THE CITY'S TAX SHARING PROPOSAL IN THE MATTER OF
CALABASAS V. HAMAI ET AL

**MEETING
DATE:** OCTOBER 11, 2017

SUMMARY RECOMMENDATION:

Recommendation to approve this report and by doing so, acknowledging and accepting the arbitrator's decision recommending all parties accept the City's proposed tax sharing proposal in the matter of Calabasas v. Hamai et al. related to the proposed annexation of the West Agoura Road area.

BACKGROUND:

In March 2014 the City commenced proceedings proposing to annex into the City the area which has been titled "the West Agoura Road Annexation Area". As part of the proposed annexation, a city and county are obligated to negotiate a property tax sharing agreement. The County interprets this requirement to include negotiation of all taxes, including sales tax. As a result, although the City attempted to propose a number of reasonable tax sharing alternatives, negotiations stalled and in September 2015 the City filed legal action seeking a declaration from the Court that only property taxes were subject to negotiation under state law. In December 2015 the Court ordered the matter into a process which included

mediation and, if that failed, arbitration. The process to be followed was outlined under Revenue and Taxation Code (R & T) section 99.

Prior to mediation, the Council provided its legal counsel with direction on the parameters of an offer to resolve the matter. Mediation occurred in March 2017 and was unsuccessful. The matter then proceeded into arbitration. A retired judge was selected by the parties, briefs were submitted and arguments made, with a particular focus on the issue of sharing of sales tax revenue. Both parties submitted a "last best and final offer" to share tax revenue should the West Agoura Road Annexation Area proposal proceed through LAFCO to completion. The City's offer was based on the direction to counsel provided prior to mediation. On September 19, 2017, the arbitrator selected and recommended without change or limitation, the City's proposal to share tax revenue and rejected the County's proposal. The arbitrator made a number of findings, noting initially that;

"The City's offer presents a balanced sharing of tax revenues spread out over a time period that allows substantial time for any necessary adjustment and fiscal planning as a result of the annexation."

Since, the arbitrator accepted and recommends the City's proposal there is technically no legal requirement for the Council to take action, as the statute (R & T Section 99) requires a vote and findings if the Council were to reject the arbitrator's recommendation. However, to avoid any confusion, staff recommends Council reaffirm approval of the recommendation through a motion to approve this report.

FISCAL IMPACT:

Revenues and expenses associated with the annexation have been analyzed by Finance and are included in the LAFCO annexation process. There may be continuing legal expenses to prosecute the Court action should the County reject the arbitrator's recommendation.

REQUESTED ACTION:

Approve this report and accept the arbitrator's recommendation.

ATTACHMENTS:

Advisory Recommendation After Arbitration Pursuant to California Revenue & Taxation Code Section 99(e)(1)(C) – Decision of Arbitrator.

JAMS ARBITRATION CASE REFERENCE NO. 1220056278

City of Calabasas
Petitioner/Plaintiff,

vs.

Sachi Hamai, in her official capacity as
Interim Chief Executive Officer for the
County of Los Angeles; County of Los
Angeles,
Respondents/Defendants.

ADVISORY RECOMMENDATION AFTER ARBITRATION
PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE SECTION 99(e)(1)(C)

Parties and Counsel: The parties to this arbitration are identified in the caption and are represented as follows:

Holly O. Whatley Esq.
Ms. Megan Knize
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101-2109
Tel: 213-542-5700

Counsel for City of Calabasas

Judy Whitehurst Esq.
Michael S. Buennagel, Esq.
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012-
Tel: 213-974-1940

Counsel for County of Los Angeles and Sachi Hamai

Stephen P. Wiman Esq.
Lloyd W. Pellman Esq.
Nossaman LLP
777 S. Figueroa St., 34th Floor
Los Angeles, CA 90017
Tel: 213-612-7800

Counsel for County of Los Angeles and Sachi Hamai

Arbitrator:

Hon. Richard J. McAdams (Ret.)
160 West Santa Clara Street, Suite 1600
San Jose, CA 95113
408-346-0737 408-295-5267(fax)

Date of Recommendation:

September 19, 2017

THE UNDERSIGNED ARBITRATOR, having been duly appointed by JAMS and having fully considered the allegations, submissions, and evidence of the parties, the written and oral arguments of counsel and the last best offer of each party, finds, concludes and issues this Advisory Recommendation as follows:

I. Introduction and Procedural Statement

(a) Procedural History

(1) The Agreement to Arbitrate

In May 2017, in accordance with the order of the Superior Court of the County of Los Angeles in *City of Calabasas v. Sachi Hamai, et al.* (Case No. BS157268), the parties stipulated to arbitration under California Revenue and Taxation Code section 99(e) and submitted their Joint Claim re: Non-Binding Statutory Arbitration to JAMS.

(2) Pleadings and Arbitrability

On September 2, 2015, the City of Calabasas (City) filed a Petition for Writ of Mandate and Related Relief in the above-described matter against Sachi Hamai, in her official capacity as Interim Chief Executive Officer for the County of Los Angeles, and the County of Los Angeles (hereafter collectively, County) seeking court intervention in relation to the statutory tax revenue sharing agreement process arising from a proposed City annexation of property within the County. The County filed a general demurrer and

motion to compel mediation and advisory arbitration pursuant to Revenue and Taxation Code section 99 and on December 31, 2015, the court granted the motion to compel and sustained the demurrer with leave to amend following exhaustion of the alternative dispute resolution proceedings.

An Appointment of Arbitrator letter was issued by JAMS on June 5, 2017, appointing this Arbitrator.

A Preliminary Conference was held on July 7, 2017 and the claims were determined to be arbitrable under the advisory arbitration process set forth in Revenue and Taxation Code section 99.

(3) Proceedings Before JAMS

At the Preliminary Conference, a simultaneous briefing schedule was established. The parties timely filed and served their opening briefs, responses and replies.

Oral argument was heard on September 12, 2017, in a telephonic conference and the matter was submitted for the advisory recommendation.

(b) Format of the Advisory Recommendation

The parties stipulated that, in the interest of economy, it was unnecessary for the arbitrator to recite a detailed statement of the proposed annexation, the history of the negotiations and the issues raised by the two entities in their attempt to resolve any dispute through negotiation and mediation.

II. The Respective Last Best Offers

The last best offer of each party as required under Section 99 was submitted in their individual reply briefs. The descriptions of the offers below are arbitrator's summaries and are not intended to be a substitute for the actual offers formally submitted by the parties in their respective reply briefs.

(a) The City of Calabasas

(1) Property tax

Without waiving its argument that “the law does not permit the County to demand the City acquiesce to the County’s demand to share sales tax before the County will negotiate a property tax sharing agreement,” the City is prepared to accept as transfers from the County the following annual property tax-related revenue “identified in Table 2 of the consultant’s [EPS] Report:

County Property Tax: \$7,438
Public Library Special Fund: \$3,905
Lighting District #1687: \$690
LLAD #32: \$11,000”

The offer further sets forth the specifics of the transfers to the library fund, the Lighting District No. 1687 and LLAD No. 32 and any “then-existing” fund balance for LLAD No. 32 (estimated to be \$183,000) and concludes that the total annual property tax-related revenue transfer would be \$23,033 plus the “one-time transfer” of LLAD No. 32 funds (with the City’s “caveat” concerning this figure and what the City understands could be the “actual assessment and fund balance...for LLAD No. 32 at the time of annexation.”).

(2) Sales Tax

Again without waiving its argument as noted above, the City’s offer proposes a sharing of the actual sales tax revenues collected in the annexed area for a ten year period, “beginning with a 50% split in year one” and then declining 5% each year from City to County thereafter.

(b) The County of Los Angeles

(1) Property Tax

Without waiving any opposition to the annexation, the County offers that the City can receive:

“all property taxes from the [annexed] Property,”

(2) Sales Tax

The County’s offer proposes that the County would “retain sales tax attributable to Spirent [the major sales tax generating business entity within the proposed annexation] (and any [legal] successor business entity)...up to \$500,000 so long as Spirent...occupies the building on the Property.” Under this proposal, the City would be “entitled to any increase in annual sales taxes” over \$500,000.

III. Arbitrator’s Recommendation

Pursuant to Revenue and Taxation Code section 99(e)(1)(C), Arbitrator recommends the proposal by the City to the governing bodies of the City and the County:

1. The City’s offer presents a balanced sharing of tax revenues spread out over a time period that allows substantial time for any necessary adjustments and fiscal planning as a result of the annexation.
2. The anticipated sales tax revenue derived from Spirent is miniscule in relation to the County’s overall budget.
3. The County has presented no evidence that the loss of anticipated sales tax revenue would have a significant impact on the County’s ability to provide services or would “contradict orderly growth and development - two of the factors in the County’s own policies on evaluating proposed annexations (Los Angeles County Policy, section 3.095).
4. The County provides no justification for setting a \$500,000 level for sharing sales tax revenue for an unlimited time period.
5. The City’s proposal acknowledges that Spirent has been located in both the City and County over the past years.

It should be noted that the parties agreed that in light of the last best offers, the arbitrator need not incorporate into this recommendation any analysis, findings or conclusions concerning the issue of whether sales taxes can be the subject of the negotiations under Section 99.

IV. Conclusion

Arbitrator recommends the proposal by the City to the governing bodies of the City and the County.

This recommendation addresses all claims between the parties submitted to Arbitrator in this proceeding.

Dated: Sept. 19 2017



Hon. Richard J. McAdams (Ret.)
Arbitrator

PROOF OF SERVICE BY E-Mail

Re: City of Calabasas vs. Hamai, Sachi, et al.
Reference No. 1220056278

I, Michelle Penuliar, not a party to the within action, hereby declare that on September 19, 2017, I served the attached Advisory Recommendation after Arbitration Pursuant to California Revenue & Taxation Code Section 99(e)(1)(C) on the parties in the within action by electronic mail at San Jose, CALIFORNIA, addressed as follows:

Holly O. Whatley Esq.
Ms. Megan Knize
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd.
Suite 850
Pasadena, CA 91101-2109
Phone: 213-542-5700
hwhatley@chwlaw.us
mknize@chwlaw.us
Parties Represented:
City of Calabasas

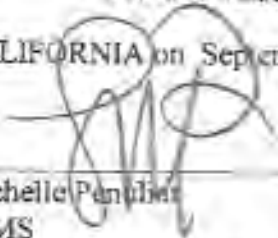
Judy Whitehurst Esq.
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Phone: 213-974-1940
jwhitehurst@counsel.lacounty.gov
Parties Represented:
County of Los Angeles
Sachi Hamai

Michael S. Buennagel Esq.
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mbuennagel@counsel.lacounty.gov
Parties Represented:
County of Los Angeles
Sachi Hamai

Stephen P. Wiman Esq.
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34th Floor
Los Angeles, CA 90017
Phone: 213-612-7800
swiman@nossaman.com
lpellman@nossaman.com
Parties Represented:
County of Los Angeles
Sachi Hamai

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Jose,

CALIFORNIA on September 19, 2017.


Michelle Penuliar
JAMS
mpenuliar@jamsadr.com



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 09/22/2017 to 09/27/2017

Date: 9/28/2017
 Time: 3:51:24PM
 Page 1 of 7

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
99970	9/27/2017	EXER- MORE THAN URGENT CARE	PRE-EMPLOYMENT PHYSICALS	150.00	Administrative Services
Total Amount for 1 Line Item(s) from Administrative Services				\$150.00	
City Clerk					
99984	9/27/2017	MARTIN & CHAPMAN CO.	MINUTE BOOKS	310.42	City Clerk
Total Amount for 1 Line Item(s) from City Clerk				\$310.42	
City Council					
99960	9/27/2017	BOZAJIAN/JAMES R.//	REIMB TRAVEL-2017 LEAGUE OF CA	465.52	City Council
Total Amount for 1 Line Item(s) from City Council				\$465.52	
Community Development					
99982	9/27/2017	M6 CONSULTING, INC.	CODE ENFORCEMENT SERVICES	33,995.00	Community Development
99968	9/27/2017	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	3,746.54	Community Development
99999	9/27/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	183.43	Community Development
99969	9/27/2017	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	155.00	Community Development
99967	9/27/2017	CYBERCOPY	COPY/PRINTING SERVICE	104.61	Community Development
99967	9/27/2017	CYBERCOPY	COPY/PRINTING SERVICE	11.74	Community Development
Total Amount for 6 Line Item(s) from Community Development				\$38,196.32	
Community Services					
99994	9/27/2017	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	4,910.50	Community Services
99977	9/27/2017	L.A. COUNTY PUBLIC HEALTH SVCS	VENDOR PERMITS- PUMPKIN FEST	3,269.00	Community Services
99964	9/27/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	615.00	Community Services
99964	9/27/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	609.12	Community Services
99992	9/27/2017	SECURAL SECURITY CORP	SECURITY- FILM FEST	568.00	Community Services
99950	9/27/2017	ACORN NEWSPAPER	ARTS FEST ADVERTISING	518.83	Community Services
99950	9/27/2017	ACORN NEWSPAPER	ARTS FEST ADVERTISING	419.04	Community Services
99950	9/27/2017	ACORN NEWSPAPER	ARTS FEST ADVERTISING	375.41	Community Services
100000	9/27/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	370.59	Community Services
99996	9/27/2017	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	360.53	Community Services





Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 09/22/2017 to 09/27/2017

Date: 9/28/2017
 Time: 3:52:32PM
 Page 2 of 7

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
99957	9/27/2017	AT&T	TELEPHONE SERVICE	309.27	Community Services
99961	9/27/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
99950	9/27/2017	ACORN NEWSPAPER	ARTS FEST ADVERTISING	249.26	Community Services
99957	9/27/2017	AT&T	TELEPHONE SERVICE	240.90	Community Services
99999	9/27/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	129.07	Community Services
99981	9/27/2017	LUGO/SHARLENE//	RECREATION INSTRUCTOR	120.00	Community Services
99992	9/27/2017	SECURAL SECURITY CORP	SECURITY- FILM FEST	113.60	Community Services
99957	9/27/2017	AT&T	TELEPHONE SERVICE	97.19	Community Services
Total Amount for 18 Line Item(s) from Community Services				\$13,543.29	
Finance					
99985	9/27/2017	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,717.78	Finance
99985	9/27/2017	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
99985	9/27/2017	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	170.47	Finance
Total Amount for 3 Line Item(s) from Finance				\$5,388.25	
Klubhouse Preschool					
99959	9/27/2017	BBA PROMOTIONS	KLUBHOUSE T-SHIRTS	2,850.44	Klubhouse Preschool
99964	9/27/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	1,435.00	Klubhouse Preschool
99972	9/27/2017	GAMETIME	PLAYGROUND PARTS	1,433.98	Klubhouse Preschool
99973	9/27/2017	ICHKOVA/SVETLANA//	RECREATION INSTRUCTOR	780.00	Klubhouse Preschool
99953	9/27/2017	AMAZING ATHLETES	RECREATION INSTRUCTOR	160.00	Klubhouse Preschool
Total Amount for 5 Line Item(s) from Klubhouse Preschool				\$6,659.42	
Library					
99962	9/27/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- FTG80700	38.10	Library
Total Amount for 1 Line Item(s) from Library				\$38.10	
LMD #22					
99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	25,261.52	LMD #22
99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	18,043.15	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,648.27	LMD #22



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99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,000.04	LMD #22
99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,519.14	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,954.12	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,895.86	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,632.16	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,843.47	LMD #22
99958	9/27/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,740.00	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,970.84	LMD #22
99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,503.02	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,425.00	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,291.25	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,245.08	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	974.03	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	652.37	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	623.36	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	622.31	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	508.00	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	472.00	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	382.77	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	286.17	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	266.64	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	175.84	LMD #22
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.04	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	63.44	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	55.71	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	52.07	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	48.32	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	30.47	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	21.49	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	18.19	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	13.64	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	12.62	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	10.12	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	7.50	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	4.21	LMD #22



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99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	3.87	LMD #22
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	1.93	LMD #22
Total Amount for 42 Line Item(s) from LMD #22				\$112,871.03	
<u>LMD #24</u>					
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	106.64	LMD #24
Total Amount for 1 Line Item(s) from LMD #24				\$106.64	
<u>LMD #27</u>					
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	35.13	LMD #27
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	12.49	LMD #27
Total Amount for 2 Line Item(s) from LMD #27				\$47.62	
<u>LMD #32</u>					
99955	9/27/2017	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	2.16	LMD #32
Total Amount for 1 Line Item(s) from LMD #32				\$2.16	
<u>LMD 22 - Common Benefit Area</u>					
99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	18,264.47	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,677.34	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,739.65	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,101.83	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,637.95	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,883.51	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,124.06	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	750.61	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.33	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	655.00	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	510.00	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	462.67	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	445.41	LMD 22 - Common Benefit Area
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	88.06	LMD 22 - Common Benefit Area



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99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	49.01	LMD 22 - Common Benefit Area
Total Amount for 15 Line Item(s) from LMD 22 - Common Benefit Area				\$46,089.90	
<u>Non-Departmental</u>					
99999	9/27/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	216.32	Non-Departmental
99966	9/27/2017	CR PRINT	BUSINESS CARDS	157.32	Non-Departmental
99962	9/27/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
Total Amount for 3 Line Item(s) from Non-Departmental				\$434.74	
<u>Police / Fire / Safety</u>					
99976	9/27/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2017	373,541.70	Police / Fire / Safety
99976	9/27/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2017	8,798.58	Police / Fire / Safety
99976	9/27/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2017	387.50	Police / Fire / Safety
Total Amount for 3 Line Item(s) from Police / Fire / Safety				\$382,727.78	
<u>Public Safety & Emergency Preparedness</u>					
99971	9/27/2017	GALLS INCORPORATED	VOLUNTEER PATROL UNIFORM	108.48	Public Safety & Emergency Preparedness
99971	9/27/2017	GALLS INCORPORATED	VOLUNTEER PATROL UNIFORM	15.28	Public Safety & Emergency Preparedness
Total Amount for 2 Line Item(s) from Public Safety & Emergency Preparedness				\$123.76	
<u>Public Works</u>					
99952	9/27/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	373,372.75	Public Works
99952	9/27/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	290,110.25	Public Works
99952	9/27/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	200,312.00	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,908.59	Public Works
99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,285.22	Public Works
99949	9/27/2017	4IMPRINT, INC.	CITY LOGO CAPS	4,866.38	Public Works
99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,170.66	Public Works
99965	9/27/2017	COUNTY OF LOS ANGELES	CONTRACT SERVICES	2,997.39	Public Works
100001	9/27/2017	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,970.00	Public Works
100002	9/27/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	954.25	Public Works
99980	9/27/2017	LEMUS/ALBA//	CONSULTING SERVICES	770.00	Public Works



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99980	9/27/2017	LEMUS/ALBA//	CONSULTING SERVICES	742.50	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	606.73	Public Works
99990	9/27/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
99986	9/27/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	525.00	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
99990	9/27/2017	RIVERA/CLARIS//	CONSULTING SERVICES	390.00	Public Works
99993	9/27/2017	SIGNATURE SIGNS, INC	LV CREEK SIGNS	352.33	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
100002	9/27/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	235.00	Public Works
99989	9/27/2017	RAINBOW SIGNS INC	BANNERS/SIGNS	218.50	Public Works
100002	9/27/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	188.00	Public Works
100002	9/27/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	141.00	Public Works
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	138.50	Public Works
100002	9/27/2017	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	83.00	Public Works
Total Amount for 28 Line Item(s) from Public Works				\$909,925.05	

Recoverable / Refund / Liability

99987	9/27/2017	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	2,603.70	Recoverable / Refund / Liability
99988	9/27/2017	PADILLA/OSVALDO//	REFUND BUILDING PERMIT	296.50	Recoverable / Refund / Liability
99995	9/27/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 9/15/17	46.15	Recoverable / Refund / Liability
99952	9/27/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	-10,015.60	Recoverable / Refund / Liability
99952	9/27/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	-14,505.51	Recoverable / Refund / Liability
99952	9/27/2017	ALL AMERICAN ASPHALT	2017 CITYWIDE OVERLAY	-18,668.64	Recoverable / Refund / Liability
Total Amount for 6 Line Item(s) from Recoverable / Refund / Liability				\$-40,243.40	

Tennis & Swim Center

99978	9/27/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,760.83	Tennis & Swim Center
99963	9/27/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	602.80	Tennis & Swim Center
99998	9/27/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	381.95	Tennis & Swim Center
99951	9/27/2017	AIRGAS- WEST	TC HELIUM	35.97	Tennis & Swim Center



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Total Amount for 4 Line Item(s) from Tennis & Swim Center				\$3,781.55	
<u>Transportation</u>					
99975	9/27/2017	KOA CORPORATION	CALABASAS ON-CALL SERVICES	14,431.00	Transportation
99974	9/27/2017	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	6,901.08	Transportation
99991	9/27/2017	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	2,023.65	Transportation
99954	9/27/2017	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- OCT 2017	1,933.82	Transportation
99979	9/27/2017	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,227.60	Transportation
99983	9/27/2017	MANERI SIGN, INC.	TRAFFIC SIGNS	207.22	Transportation
99999	9/27/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	179.97	Transportation
99956	9/27/2017	AT&T	TELEPHONE SERVICE	95.01	Transportation
Total Amount for 8 Line Item(s) from Transportation				\$26,999.35	
GRAND TOTAL for 151 Line Items				\$1,507,617.50	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

25-Oct

AS	Consent	Adoption of Resolution No. 2017-1564, salary schedule for hourly employees
CC	Consent	Sheriff's crime report
PW	New Business	Green business program

Future Items

CD	Public Hearing	Viewpoint Street Vacation
CC	Consent	TTC apointment (Maurer)
CD	New Business	Discussion of process for small projects
CD	New Business	Ridgeline discussion
CS	New Business	PRE recommendations regarding Wild Walnut Park Master Plan
CC	Presentation	By Jon Shull/JPIA regarding the liability trust fund
CS	New Business	Review of Calabasas Klubhouse school operations
PS	New Business	Introduction of Ordinance for drone regulations
PW	New Business	Business recognition program for environmental efforts

2017 Meeting Dates

8-Nov	29-Nov - Special Meeting Council Reorganization
22-Nov - Canceled Thanksgiving Eve	13-Dec
	27-Dec - Canceled