



**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, OCTOBER 27, 2021
VIA ZOOM TELECONFERENCE
www.cityofcalabasas.com**

IMPORTANT NOTICE REGARDING THE OCTOBER 27, COUNCIL MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Assembly Bill 361 regarding the COVID-19 pandemic. The live stream of the meeting may be viewed on the City’s CTV Channel 3 and/or online at www.cityofcalabasas.com/ctvlive. In accordance with the Governor’s Executive Order, the public may participate in the meeting using the following steps:

From a PC, Mac, iPhone or Android device please go to:

<https://cityofcalabasas.zoom.us/j/88993127633?pwd=bzJtZiBjTG1pbktKbEiYdVJFaW9BUT09>

Passcode: 613346

Webinar ID: 889 9312 7633

Or iPhone one-tap:

US: +1-669-900-9128, 889 9312 7633# or +1-253-215-8782, 889 9312 7633#

Or Telephone: Dial(for higher quality, dial a number based on your current location):
US: +1-669-900-9128 or +1-253-215-8782 or +1-346-248-7799 or +1-646 558-8656
or +1-301-715-8592 or +1-312-626-6799

International numbers available: <https://us02web.zoom.us/j/88993127633?pwd=bzJtZiBjTG1pbktKbEiYdVJFaW9BUT09>

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, or in the event a disruption which prevents the City from broadcasting the meeting to and receiving comment from members of the public using the Zoom or a telephone call-in system, then the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

Please access a [Guide to Virtual Meeting Participation](#) for more information on how to join City Council or Commission meetings.

Any legal action by an applicant, appellant, or other person, seeking to obtain judicial review of any City Council decisions may be subject to the 90-day filing period of, and governed by, Code of Civil Procedure sections 1094.5 and 1094.6.

CLOSED SESSION – 6:00 P.M.

1. Conference with Legal Counsel; Anticipated Litigation (Gov. Code § 54956.9(d)(2))
Facts and circumstances that might result in litigation but which the City believes are not yet known to potential plaintiff or plaintiffs.
(Gov. Code § 54956.9(e)(1))
2. Public Employee Performance Evaluation (Gov. Code § 54957)
Position Title: City Manager
3. Conference with Labor Negotiators (Gov. Code Section 54957.6)
City Negotiator: Kindon Meik, City Manager
Employees: All Unrepresented Employees
4. Conference with Legal Counsel; Existing Litigation (Gov. Code Section 54956.9(d)(1))
Case Names: THNC Canyon Oaks LLC v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP01819; related to Building Industry Association of Southern California v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP02726

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance
Approval of Agenda
City Attorney report on Closed Session

PRESENTATIONS – 7:15 P.M.

- Recognition of Marlene Stewart and Denise Lee for their service on the Environmental and Library Commissions, respectively
- Fire Department update
- By the Clean Power Alliance on Calabasas' October Default Rate Change and 2022 Time of Use Rate Transition

ANNOUNCEMENTS/INTRODUCTIONS – 8:00 P.M.

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

CONSENT ITEMS – 8:15 P.M.

1. [Approval of minutes of October 13, 2021](#)

2. [Adoption of Resolution No. 2021-1741, approving application for per capita grant funds \(Prop 68\) in the amount of \\$192,744](#)
3. [Adoption of Resolution No. 2021-1758, authorizing application for, and receipt of, up to \\$3,257,461 from CDBG-DR funding from the California State Department of Housing and Community Development \(HCD\)](#)

PUBLIC HEARING – 8:25 P.M.

4. [Consideration of Resolution No. 2021-1759, approving a Memorandum of Understanding between the City for Calabasas and Calabasas Crest, LTD, the owner of the Calabasas Village Mobile Home Estates](#)
5. [Introduction of Ordinance No. 2021-393, amending the City of Calabasas Land Use and Development Code by strengthening the definitions of permeable paving and pervious surface. The Planning Commission recommended approval of the Ordinances to the City Council at a public hearing held on September 2, 2021](#)

NEW BUSINESS – 9:30 P.M.

6. [Introduction of Ordinance No. 2021-396, amending Chapter 8.16 of the Calabasas Municipal Code regarding organic waste disposal reduction](#)

CONTINUED BUSINESS – 9:45 P.M.

7. [Calabasas Tennis & Swim Center \(CTSC\) hours of operation update](#)
8. [Direction on when to begin holding hybrid City Council meetings enabling members of the City Council and the public to participate remotely or in-person](#)

INFORMATIONAL REPORTS – 10:20 P.M.

9. [Check Register for the period of September 30-October 13, 2021](#)

TASK FORCE REPORTS – 10:15 P.M.

CITY MANAGER’S REPORT – 10:20 P.M.

FUTURE AGENDA ITEMS – 10:25 P.M.

ADJOURN – 10:30 P.M.

The City Council will adjourn to a regular meeting on Wednesday, November 10, 2021, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, OCTOBER 13, 2021**

Mayor Bozajian called the Closed Session to order at 6:00 p.m. via Zoom Teleconferencing.

1. Conference with Real Property Negotiator
(Gov't Code §54956.8)
Property Address: 27040 Malibu Hills Rd., Calabasas, CA 91301
Agency Negotiator: Kindon Meik, City Manager
Negotiating Party: City of Agoura Hills
Under Negotiation: Price and Terms of Payment

2. Public Employee Performance Evaluation (Gov. Code § 54957)
Position Title: City Manager

3. Conference with Real Property Negotiator
(Gov't Code §54956.8)
Property Address: Assessor's Parcel Number 2080014004
Agency Negotiator: Kindon Meik, City Manager
Negotiating Party: Kristine L. Ramezani
Under Negotiation: Price and Terms of Payment

Present: Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Kraut, Shapiro and Weintraub

Mayor Bozajian called the Open Session to order at 7:09 p.m. via Zoom Teleconferencing.

ROLL CALL

Present: Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Kraut, Shapiro and Weintraub

Absent: None

Staff: Bartlett, Hernandez, Klein, Meik, Mendoza, Michitsch, Summers and Tamuri

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Clerk Maricela Hernandez.

APPROVAL OF AGENDA

Mayor pro Tem Maurer moved, seconded by Councilmember Kraut to approve the agenda. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

Mr. Summers reported that the City Council met in Closed Session prior to this meeting and there were no reportable actions on Item Nos. 1 and 2. He stated that Item No. 3 would continue at the end of this meeting.

PRESENTATIONS

- By Antoine Kunsch from Resource Conservation District of the Santa Monica Mountains regarding defensible space and home hardening

Brian Cameron spoke during public comment.

- Proclamation in recognition of Indigenous People's Day

Mayor Bozajian presented the Proclamation in honor of Indigenous People's Day to Beverly Salazar Folkes, a Chumash and Tataviam Elder, who expressed gratitude for this recognition.

- Sheriff's Crime Report - August 2021

Deputy De Matteo presented the report.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Maurer

- Expressed her excitement as the City formally switched to 100% clean energy as of October 7. More information available on the City's website.

Councilmember Kraut

- Reminded everyone that we are still in a pandemic, to stay vigilant and continue to follow the mask mandate.
- Extended an invitation to the Calabasas Chamber of Commerce Networking Breakfast on October 14.

Councilmember Shapiro

- Congratulated staff for organizing the Flu Clinic on October 2.
- Reminded everyone that the Environmental Commission is having their annual drawing contest. The deadline is November 24.
- Congratulated the Calabasas Film Festival for hosting a successful event.
- Congratulated Mayor Bozajian for a wonderful SOTC.
- Congratulated Dan Stepenosky for receiving the Los Angeles County Superintendent of the year award.

Councilmember Weintraub

- Extended an invitation to the Covid-19 vaccination clinic at Founder's Hall on October 23. More information on the City's website.
- Reminded everyone that the Lost Hills Sheriff's Department is having a safe and secure document-shredding event on October 23.

Mayor Bozajian

- Thanked staff for doing a great job organizing the SOTC event.
- Thanked the City of Hidden Hills for hosting the annual float in celebration of their 60th Anniversary.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Zachary Rosoff and Martin Glatt spoke during public comment.

CONSENT

1. Approval of minutes of September 28, 2021
2. Adoption of Resolution No. 2021-1757, recognizing October as Bullying Prevention Month in the City of Calabasas
3. Recommendation to award a five-year Professional Services Agreement (PSA) to Venco Western, Inc. For the common area landscape maintenance for Calabasas Park Estates Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas. The annual amount for the PSA is \$490,000; total price for five years is not to exceed \$2,450,000
4. Recommendation to award a five year Professional Services Agreement (PSA) to American Heritage Landscape, LP for the common area landscape maintenance for Palatino Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas. The annual amount for the PSA is \$102,600; the total price for five years is not to exceed \$513,000

5. Recommendation to approve a Professional Services Agreement for \$150,000 between the City of Calabasas and NBS Government Finance Group, DBA NBS

Councilmember Shapiro requested Item No. 2 be pulled from Consent.

Councilmember Weintraub requested Item No. 3 be pulled from Consent.

Councilmember Shapiro expressed how proud he was that the City continues to take a stand against bullying.

After discussion, Councilmember Kraut moved, seconded by Councilmember Shapiro to approve Consent Item Nos. 1-5. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

PUBLIC HEARING

6. Consideration of City Council Resolution No. 2021-1755 to: 1) Re-certify the Final Environmental Impact Report (EIR); and 2) re-adopt the 2021-2029 Housing Element update and associated Land Use Element updates to the Calabasas 2030 General Plan, consistent with statutory requirements of California Housing Element law; and, 2) Consideration by the City Council of adoption of Ordinance No. 2021-395, amending Title 17 of the Calabasas Municipal Code (CMC) to add an Affordable Housing Overlay Zone and associated development standards for qualifying housing development projects, amending other sections within Title 17 of the CMC as necessary to be consistent with the added new sections, and updating the official zoning map, all as necessary to conform with the General Plan Housing Element and related updates

Mayor Bozajian opened the public hearing.

Mr. Bartlett presented the report.

Mayor Bozajian closed the public hearing.

Councilmember Kraut moved, seconded by Mayor pro Tem Maurer to adopt Resolution No. 2021-1755 recertifying the Final Environmental Impact Report (EIR) and readopting the 2021-2029 Housing Element update and associated Land Use Element updates to the Calabasas 2030 General Plan, consistent with statutory requirements of California Housing Element law. And adopting Ordinance No. 2021-395, amending Title 17 of the Calabasas Municipal Code (CMC) to add an Affordable Housing Overlay Zone and associated development standards for qualifying housing development projects, amending other sections within Title 17 of the CMC as necessary to be consistent with the added new sections, and updating the official zoning map, all as necessary to conform with the General Plan Housing Element and related updates. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

CONTINUED BUSINESS

7. Approval of amendments to the City's adopted Story Pole Procedures

Mr. Michitsch and Mr. Bartlett presented the report.

After discussion, Mayor pro Tem Maurer, seconded by Councilmember Kraut to approve Item No. 7 with modifications to the Planning Commission Review Section to read: If the Community Development Director (CDD) finds that at least 100% of the project mass cannot reasonably be depicted with story poles, the CDD shall issue a written report to the Planning Commission setting forth the CDD's findings and recommendation. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

The meeting recessed at 8:57 p.m.

The meeting reconvened at 9:08 p.m.

8. Adoption of Resolution No. 2021-1751, authorizing remote teleconference meetings of the Calabasas City Council and City Commissions pursuant to Government Code Section 54953(e) and provide direction on when to begin holding hybrid City Council/Commission meetings enabling members of the City Council, Commissioners and the public to participate remotely or in-person

Ms. Hernandez presented the report.

Councilmember Shapiro moved, seconded by Councilmember Weintraub to adopt Resolution No. 2021-1751, authorizing remote teleconference meetings of the Calabasas City Council and City Commissions pursuant to Government Code Section 54953(e). MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

Staff was requested to return on October 27 for direction on whether to begin conducting hybrid meetings.

NEW BUSINESS

- 9. Provide direction on the reallocation of the Emergency Operations Wildfire Resiliency grant funds awarded by the Santa Monica Mountains Conservancy (SMMC) to the City of Calabasas

Mr. Meik presented the report.

Brian Cameron and John Suwara spoke on Item No. 9.

The City Council provided direction to staff.

- 10. City Council consideration of the creation of a Sustainability Taskforce appointment to such taskforce

Councilmember Kraut moved, seconded by Councilmember Shapiro to appoint Mayor pro Tem Maurer and Councilmember Shapiro as members of the Sustainability Taskforce. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

INFORMATIONAL REPORTS

- 11. Check Register for the period of August 11-September 29, 2021

No action taken on this item.

TASK FORCE REPORTS

Councilmember Weintraub reported her attendance to the Homeless Connect Day hosted by the City of Malibu.

CITY MANAGER'S REPORT

Mr. Meik complimented the Communications Department for doing a great job organizing the SOTC as well as all City staff for their accomplishments. Additionally, he introduced and welcomed Ms. Erica Green as the new Community Services Director.

Ms. Green introduced herself and expressed gratitude for the opportunity.

FUTURE AGENDA ITEMS

Mayor Bozajian requested that the Environmental Commission provide recommendations for dumpster lid locks.

Mayor pro Tem Maurer reiterated Mayor Bozajian's request and added that the Environmental Commission also look into raptor poles.

Councilmember Weintraub requested information on LMD's administrative costs.

Councilmember Shapiro requested a discussion on the Woolsey Funds.

The City Council recessed to Closed Session at 10:05 p.m.

CLOSED SESSION

Mayor Bozajian called the Closed Session to order at 10:10 p.m. via Zoom Teleconferencing.

3. Conference with Real Property Negotiator
(Gov't Code §54956.8)
Property Address: Assessor's Parcel Number 2080014004
Agency Negotiator: Kindon Meik, City Manager
Negotiating Party: Kristine L. Ramezani
Under Negotiation: Price and Terms of Payment

There were no reportable actions.

ADJOURN

The meeting adjourned at 10:42 p.m. to a regular meeting scheduled on Wednesday, October 27, 2021, at 7:00 p.m.

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 18, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

SUBJECT: ADOPTION OF RESOLUTION NO. 2021-1745, APPROVING APPLICATION FOR PER CAPITA GRANT FUNDS IN THE AMOUNT OF \$192,744

MEETING DATE: OCTOBER 27, 2021

SUMMARY RECOMMENDATION:

Adopt Resolution No. 2021-1745 to approve application for Per Capita Grant Funds allocated by the Legislature of the State of California through the State Department of Parks and Recreation.

BACKGROUND:

This report recommends adoption of a resolution approving the Community Services Department's application to the State Department of Parks and Recreation for Per Capita grant funds, funded through the Parks and Water Bond Act of 2018 (Proposition 68), in the amount of \$192,744, to remove and replace Calabasas parks playground equipment. There is a twenty percent (20%) project cost match requirement for this program. Applications are due December 31, 2021.

DISCUSSION/ANALYSIS:

On June 5 2018, California voters approved the Parks and Water Bond Act of 2018 (Proposition 68), which authorized \$4 billion in general obligation bonds for

state and local parks, environmental protection projects, water infrastructure projects, and flood protection projects.

On June 24, 2020, The California State Department of Parks and Recreation Office of Grants and Local Services (OGALS) announced the allocations for the Per Capita program, funded through the Parks and Water Bond Act of 2018 (Proposition 68). This year, the State's allocation for all eligible cities and local districts is \$177,952. While this figure is less than the minimum allocation of \$200,000, the State derived the allocation amount by dividing the funds made available by the bond by the number of eligible entities. Additionally, the State reduced the OGALS program delivery budget by \$2 million to supplement the allocation pool. There are currently 635 cities and local districts that are eligible to receive Per Capita allocations. In addition, Calabasas is eligible for Per Capita Urbanized Funds for entities with populations less than 200,000 in heavily urbanized counties in the amount of \$14,792 for a total of \$192,744 in Per Capita Funds.

The purpose of this funding is for local park rehabilitation, creation, and improvement. Grant recipients are encouraged to use the funding to rehabilitate existing infrastructure and address deficiencies in neighborhoods lacking access to the outdoors.

The Community Services Department intends to use this year's allocation to remove and replace existing playground structures. Staff is securing project costs and will return to Council to request authorization of a budget amendment and appropriation in the grant amount.

FISCAL IMPACT/SOURCE OF FUNDING:

The City's Per Capita grant funds allocation is \$192,744. The approval of Resolution No. 2021-1745 shall authorize the City of Calabasas to apply for the Per Capita allocation. There is a twenty percent (20%) project cost match requirement for this program. Per Capita grant funds must be spent by March 31, 2024.

REQUESTED ACTION:

Adopt Resolution No. 2021-1745 to approve application for Per Capita Grant Funds allocated by the Legislature of the State of California through the State Department of Parks and Recreation.

ATTACHMENTS:

Resolution No. 2021-1745, Approving Application for Per Capita Grant Funds

**ITEM 2 ATTACHMENT
RESOLUTION NO. 2021-1745**

**RESOLUTION OF THE CITY COUNCIL OF
CALABASAS, CALIFORNIA, APPROVING
APPLICATION FOR PER CAPITA GRANT FUNDS.**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the city's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the city will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low- income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit Organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted this 27th day of October 2021.

James R. Bozajian, Mayor

ATTEST:

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk

APPROVED AS TO FORM:

Matthew T. Summers
Colantuono, Highsmith Whatley, PC
City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 18, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR, AICP
TOM BARTLETT, CITY PLANNER, AICP
MICHAEL KLEIN, SENIOR PLANNER, AICP**

**SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 2021-1758,
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, UP TO
\$3,257,461 FROM CDBG-DR FUNDING FROM THE CALIFORNIA
STATE DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT (HCD)**

MEETING DATE: OCTOBER 27, 2021

SUMMARY RECOMMENDATION:

That the City Council consider adoption of Resolution No. 2021-1758, authorizing application for, and receipt of, up to \$3,257,461 from CDBG-DR funding from the California State Department of Housing and Community Development (HCD).

BACKGROUND:

The California Department of Housing and Community Development (HCD) is the grantee of Community Development Block Grant – Disaster Recovery (CDBG-DR) funds allocated by the U.S. Department of Housing and Urban Development (HUD) as a result of the 2018 disasters. HCD works with local governments and organizations to fund programs that provide long-term recovery assistance for housing, infrastructure, and economic revitalization. While the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services

provide immediate post-disaster response and emergency management services, CDBG-DR provides funds for long-term disaster recovery.

DISCUSSION/ANALYSIS:

Given California's housing crisis where the affordable housing inventory is critically low, and the wildfire disasters destroyed thousands of units of housing stock, many of which were rental properties, exacerbating and increasing the severity of the lack of housing, the development of affordable rental units through new construction is critical for recovery. HCD expanded the Disaster Recovery Multifamily Housing Program (DR-MHP) from 2017 disasters to meet the needs of the 2018 disasters. DR-MHP Projects are funded to assist communities with meeting the unmet rental housing need, including the needs of individuals displaced from rental homes and individuals who became homeless as the result of the disasters. HUD appropriated \$1,017,399,000 in CDBG-DR funds to the state of California to address impacts from disasters that occurred in 2018. In 2019, HCD prepared an Action Plan to allocate funds to each Subrecipient (i.e. the City of Calabasas) based on a formula that determined the proportionate share of the total program allocation based on the disaster impacts to each jurisdiction. As a result, due to the regional impact of the Woolsey Fire, the City has been allocated \$3,257,461 to be used specifically for the development of multi-family units with affordable housing.

Multifamily projects include apartment complexes and mixed-use developments. The DR-MHP will allow Subrecipients to identify, select, and submit potential Projects to HCD for eligibility assessment and review, approval, and funding. Subrecipients that receive funds will then work with qualified Developers and Contractors to construct a Project(s). The following criteria will be used by HCD to determine eligibility of multifamily housing development:

- A) CDBG-DR funds are limited to low to moderate income housing units. Proposed Projects may have mixed-income units, but CDBG-DR funds must only be applied to the Affordable Units for occupation by Low- to Moderate-Income Households.
- B) The proposed Project must have a minimum of 8 total units. If the Project is a Scattered Site Project, the Project application must include details on the Developer's experience managing Scattered Site rentals and must provide a reasonable plan to adequately supervise and maintain the properties.
- C) The proposed Project must have a minimum of four Affordable Units or 30 percent of units must be Affordable Units, whichever is greater. Pursuant to 24 CFR 570.483(b)(3), if the project is a rehabilitation project or a senior new construction project, the project must include at least 51% of units as LMI- occupied, or a waiver must be requested. All rehabilitation projects

must result in the addition of affordable units to the affordable housing stock to be deemed eligible.

The next step is for the City to issue an RFP for developers to propose an affordable housing project. HCD will provide technical assistance in the development of an RFP and evaluation of proposals. Furthermore, an eligible project could also utilize funding from other sources, such as the City's affordable housing trust fund and other state grants. The final date to submit a City sponsored project is December 31, 2022, and the Final date for the issuance of a Certificate of Occupancy is December 2026. As a result, any such project would have to be approved and constructed within the 6th Cycle Regional Housing Needs Assessment (RHNA) period, and would count towards the City's progress towards providing affordable housing.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact from the filing of the grant application. Should the application result in a grant award, the City would receive up to \$3,257,461 to be used for the development of multi-family housing with at least 30% of the units dedicated to affordable housing.

REQUESTED ACTION:

Adopt Resolution No. 2021-1758, authorizing application for, and receipt of, up to \$3,257,461 from CDBG-DR funding from the California State Department of Housing and Community Development (HCD).

ATTACHMENTS:

- Attachment A: Resolution No. 2021-1758
- Attachment B: CBDG-DR Fact Sheet from CA HCD

**ITEM 3 ATTACHMENT A
RESOLUTION NO. 2021-1758**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, APPROVING AN ALLOCATION OF
FUNDING AND THE EXECUTION OF A GRANT AGREEMENT
AND ANY AMENDMENTS THERETO FROM THE CDBG-DR
PROGRAM**

BE IT RESOLVED by the **City Council** of the **City** of Calabasas as follows:

SECTION 1:

The City Council has reviewed the State of California's CDBG-DR Action Plan for 2017 disasters, which allocates funds to the City and hereby approves the execution of a Master Standard Agreement ("Agreement") in the aggregate amount, not to exceed, \$3,257,461 ("Grant").

The City Council agrees to perform the following activities, as further detailed in the Agreement, as a means to facilitate the development of multifamily housing (rehabilitation, reconstruction, or new construction), pursuant to the Disaster Recovery Multifamily Housing Program (DR-MHP) Policies and Procedures:

- Implement a project solicitation process to receive multifamily development project applications from Developers;
- Underwrite, select, and prioritize those projects in accordance with the DR-MHP Policies and Procedures;
- Submit those selected and prioritized project applications to the Department; and
- Oversee and monitor the construction and lease up of Department approved projects during the construction period through the affordability period.

SECTION 2:

The City hereby authorizes and directs the Community Development Director, to enter into, execute and deliver the Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the Grant.

SECTION 3:

The Community Development Director is authorized to execute and deliver all project applications or any and all related documentation, as needed for the purpose of effectuating the terms of the Agreement; and to act on the City's/County's behalf in all matters pertaining to all such applications and documentation necessary to carry out the Agreement.

SECTION 4:

If an application is approved, the Community Development Director is authorized to enter into, execute and deliver the Agreement, as well as the Notice to Proceed, and any and all subsequent revisions thereto with the State of California for the purposes of the Grant.

SECTION 5:

If an application is approved, the Community Development Director is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the Agreement for purposes of the Grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Calabasas held on October 27, 2021.

James R. Bozajian, Mayor

ATTEST:

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk

By: _____
Kendon Meik, City Manager

APPROVED AS TO FORM:

Matthew T. Summers
Colantuono, Highsmith Whatley, PC
City Attorney



Community Development Block Grant – Disaster Recovery

Fact Sheet

The California Department of Housing and Community Development (HCD) is the grantee of Community Development Block Grant – Disaster Recovery (CDBG-DR) funds allocated by the U.S. Department of Housing and Urban Development (HUD) as a result of the 2018 disasters. HCD works with local governments and organizations to fund programs that provide long-term recovery assistance for housing, infrastructure, and economic revitalization. While the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services provide immediate post-disaster response and emergency management services, CDBG-DR provides funds for long-term disaster recovery.

What are CDBG and CDBG-DR Funds?

The CDBG Program, which began in 1974, provides annual grants to states, cities, and counties to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. Alternatively, CDBG-DR is not an annual award, but a one-time allocation appropriated by Congress in response to a particular disaster for the purpose of addressing the long-term recovery needs of a community. CDBG and CDBG-DR share the primary objective of benefitting low- and moderate-income persons.

How can CDBG-DR funds be used?

CDBG-DR funds may be used on unmet recovery needs for housing, restoration of infrastructure, economic revitalization, planning, public services, and disaster preparedness.

How much CDBG-DR funding has been allocated to the State of California for 2018?

HUD appropriated **\$1,017,399,000** in CDBG-DR funds to the state of California to address impacts from disasters that occurred in 2018.

What are Unmet Recovery Needs?

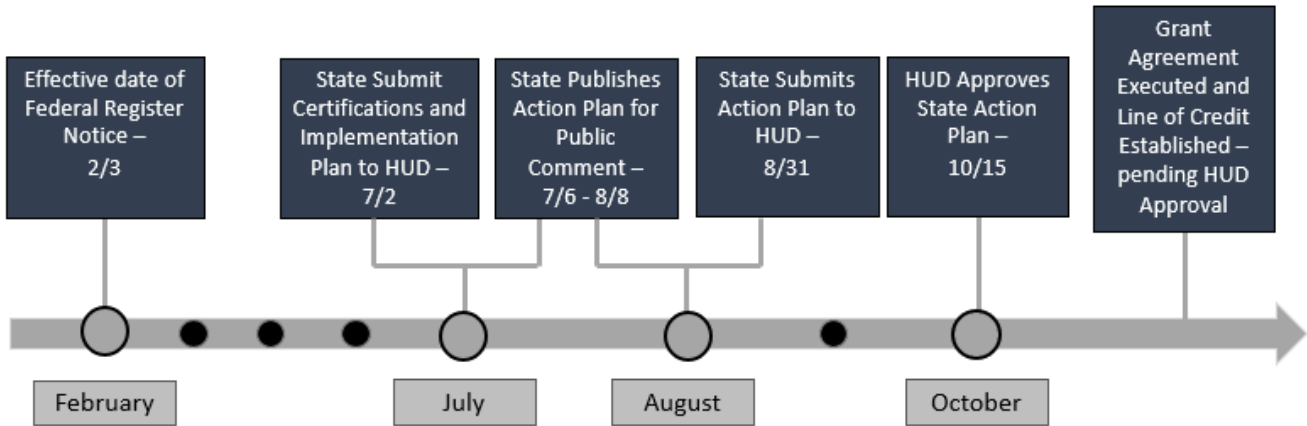
Unmet recovery needs are recovery needs that remain after other recovery funding sources are used, such as FEMA, Small Business Administration, charitable donations, insurance payments, and state funds for housing, infrastructure, and economic revitalization recovery efforts. CDBG-DR is intended to fund these unmet needs and cannot be used to fund projects that are reimbursable by these other funding sources.

What is the timeline for receiving CDBG-DR funds?

The State of California must submit an Action Plan to HUD by August 31, 2020 to access the funding. Once submitted, HUD has 45 days to approve the Plan. Following HUD approval, the State will work



with HUD and local partners to begin program implementation. All funds allocated by HUD must be expended within 6 years (by 2026).



Where can CDBG-DR Funds be used?

Funds can only be expended within federally declared disaster areas under DR-4407 and DR-4382. Furthermore, HUD requires that 80% (\$813,919,200) of the total allocation is spent in the designated Most Impacted and Distressed (MID) areas. The remaining 20% may be spent outside the MID, but within the counties designated in the federal disaster declaration that have documented impacts from DR-4407 or DR-4382.



Federally Declared Disaster Impacted Counties	
DR-4407	DR-4382
Butte County Los Angeles County Ventura County	Lake County Shasta County
Most Impacted and Distressed Areas	
Butte County Los Angeles County	Lake County Shasta County

For More Information: <https://www.hcd.ca.gov/community-development/disaster-recovery>

Contact Information: disasterrecovery@hcd.ca.gov

FIGURE 3: DR-MHP ALLOCATION BY SUBRECIPIENT

Allocation Summary	Total \$
Butte County	\$61,361,926
City of Chico	\$32,496,114
City of Gridley	\$2,394,037
City of Oroville	\$8,850,089
Town of Paradise	\$55,906,660
Lake County	\$7,594,201
City of Lakeport	\$2,433,284
Los Angeles County	\$2,708,010
City of Agoura Hills	\$4,827,321
City of Calabasas	\$3,257,461
City of Malibu	\$18,602,848
Shasta County	\$4,277,870
City of Redding	\$16,660,146
City of Anderson	\$745,684
City of Shasta Lake	\$1,530,614
Ventura County	\$1,707,223
City of Thousand Oaks	\$1,726,847
Total	\$227,080,335
Phase II*	\$23,606,779
Combined Total	\$250,687,114

*HCD has set-aside a phase II allocation available to all jurisdictions. This is intended to promote affordable housing development where there remains demonstrated need.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 18, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, AICP, COMMUNITY DEVELOPMENT DIRECTOR
MICHAEL KLEIN, A.I.C.P., SENIOR PLANNER *MAK*

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2021-1759, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALABASAS AND CALABASAS CREST LTD., THE OWNERS OF THE CALABASAS VILLAGE

MEETING DATE: OCTOBER 27, 2021

SUMMARY RECOMMENDATION:

Consideration of Resolution No. 2021-1759 (attachment A), approving a Memorandum of Understanding (MOU, attachment B) between the City of Calabasas and Calabasas Crest Ltd., the owners of Calabasas Village.

BACKGROUND:

On October 12, 2020, staff provided the City Council with a comprehensive overview of options for rent stabilization ordinances, including options for mobile home parks. Prior to that meeting, Mike Murchison, a representative of Calabasas Crest Ltd., submitted a draft MOU to the City for consideration. Subsequent to receiving the draft MOU, staff provided a copy to the City Manager and the City Council mobile home task force. Staff has participated in meetings with the task force, residents and Calabasas Crest Ltd. to discuss the MOU.

On April 28, 2021, the City Council discussed the draft MOU at an open meeting. The Council took public comment and directed staff to continue working with

Calabasas Crest Ltd. to formalize a final MOU for consideration. The City Council further directed the property owner, Calabasas Crest Ltd, to work with the HOA and hold a communitywide meeting to allow residents to provide input on the MOU. On August 31, 2021, staff and the task force attended a virtual meeting hosted by the property owner to discuss the MOU with residents of Calabasas Village. Approximately 30 residents joined the meeting, of which 12 spoke and provided comments. At the conclusion of the meeting, Mayor Bozajian stated that consideration of the MOU would be scheduled for City Council consideration at the October 27, 2021, City Council meeting.

The City Attorney's Office has reviewed the Resolution and the MOU and modified the MOU to meet statutorily acceptable language and format for the City Council to adopt. The revised MOU has been reviewed by Calabasas Crest Ltd. and the HOA, both of which agree to the content and terms of the MOU. Now is the appropriate time for the City Council to consider approving the MOU.

DISCUSSION:

An MOU is an agreement negotiated between two parties. In the context of mobile home parks, an MOU may be agreed upon between the property owner and the residents, with the City's assistance and oversight, and may set boundaries on space rent increase and pass through costs. In this particular case, the property owner has proposed an MOU with the City. While an MOU does not have the same legal status as a rent stabilization ordinance, it is a binding agreement between the City and the property owner and could offer the residents security beyond an executed lease agreement. It is important to note that the execution of an MOU does not prevent a future City Council from approving a rent stabilization ordinance or one being approved by initiative. As a result, a rent stabilization ordinance approved by initiative or a future City Council would supersede an executed MOU. Nevertheless, park owners may contend that MOUs create contractual property rights, which could be subject to a takings analysis if a later rent stabilization ordinance were to be enacted.

The Mobile Home Residency Law^a does not impose a rent ceiling or limit rent increases for mobile home tenants. However, State law does require a 90-day advance written notice to mobile home tenants before a rent increase for all rental agreements. Under new State law (Assembly Bill 2782, set to take effect January 1, 2021 and lasting until January 1, 2025 unless extended, but applying retroactively to certain leases), leases signed before February 13, 2020 and lasting more than one year are exempt from any local rent control ordinance now in

^a Civil Code § 798 et seq.

existence or enacted in the future, if certain specified conditions are met.^b For leases signed on or after February 13, 2020, under AB 2782, any such waiver of the protections of any local rent control ordinance will be invalid and preempted by statute.^c Subject to potential court confirmation for any given lease, the new law's preemption of local rent control protection waivers in a long-term lease signed on or after February 13, 2020 does not automatically invalidate the lease itself, as the remainder of the lease would remain enforceable, minus the preempted provisions.^d

Under State law, a city may enact a mobile home space rent stabilization law, subject to the following state-required exceptions: 1) if a mobile home space within a mobile home park is not the principal residence of the homeowner and the homeowner has not rented the mobile home to another party, it shall be exempt; 2) new construction shall be exempt; and 3) rental agreements in excess of 12 months entered into before February 13, 2020 and meeting certain other conditions would be exempt. In adopting a mobile home rent stabilization law, the City would need to adopt defined limits on rent increases, create a hearing process (by a commission or board) to allow mobile home park owners to apply for variances or exceptions, ensure that the stabilized rent rates still provide mobile home park owners a reasonable rate of return on their documented investments into the park, and can create an ombudsperson for mobile home tenants to seek redress under the ordinance. If so desired, additional City staff would be required to establish and administer such a program.

In a previous report, staff noted that establishment and operation of a rent stabilization program is a substantial undertaking, with many moving parts and legal issues. Consequently, such an endeavor may be expensive. For example, the City of Burbank previously explored rent stabilization citywide -- an initiative was on the local ballot for voter consideration on November 3, 2020 (the initiative was not approved). The analysis of that proposed program, prepared by Burbank city staff and a consultant, yielded an estimate of the potential costs to the City of Burbank as high as \$1,800,000 for program start-up and \$4,000,000 per year for operation. Although such a program in the City of Calabasas would be substantially smaller in scale, with correspondingly lower costs, initiating a rent stabilization program in Calabasas would nonetheless be costly. Furthermore, a rent stabilization program would be nearly 100% cost burdened to the city, with very few potential revenue components.

As stated above, a draft MOU was submitted to City on October 12, 2020, by Mike Murchison, a representative of Calabasas Crest Ltd. The MOU has been

^b Civil Code § 798.17.

^c Civil Code section 798.17, as amended by Assembly Bill 2782, § 2, to take effect on January 1, 2021, with retroactive effect back to February 13, 2020.

^d Civil Code, §§ 798.19 and 798.77.

reviewed and updated by the City Attorney's Office. The primary benefits of the proposed MOU is to provide the following protections for the community residents:

1. The property owner agrees to honor and cooperate in assuring respectful communications with any stakeholder and shall maintain an open door policy with residents.
2. Continued commitment to provide financial assistance to income qualified tenants via the City's Rental Assistance Program. To date, the property owner has contributed more than \$425,000 in financial assistance, and currently contributes \$38,304 annually plus cost of living increases.
3. The property owner agrees to waive reimbursement of ALL capital improvements while the MOU is effective. This means that space rent will be fixed and not subject to unexpected increases for reimbursement of capital improvements.
4. The property owner shall communicate annually with the Calabasas Village Homeowners Association regarding any plans for park maintenance, repair, or capital improvements.

While the MOU stipulates that the City will not impose a rent control ordinance on the mobile home property during the term of the MOU, there are adequate clauses that allow the City to terminate the MOU in order to enforce a rent control ordinance enacted by the City Council or voters. As a result, the proposed MOU is not in conflict with any state law, including AB 2782.

REQUESTED ACTION:

Consideration of Resolution No. 2021-1759 (attachment A), approving a Memorandum of Understanding (MOU, attachment B) between the City of Calabasas and Calabasas Crest Ltd., the owners of Calabasas Village.

ATTACHMENTS:

- Attachment A: City Council Resolution No. 2021-1759
- Attachment B: Proposed MOU
- Attachment C: Letter from the HOA
- Attachment D: Public Comment

**ITEM 4 ATTACHMENT A
RESOLUTION NO. 2021-1759**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING MEMORANDUM OF UNDERSTANDING WITH CALABASAS CREST LTD. (OWNERS OF CALABASAS VILLAGE).

WHEREAS, there exists within the City and the surrounding area a serious shortage of mobile home rental spaces, which has resulted in low vacancy rates and potential for rising space rents; and

WHEREAS, Calabasas Crest Ltd., the owners of the Calabasas Village mobile home park, and the City agree that it is necessary to protect the residents of mobile homes for unreasonable rent increases, while at the same time recognizing the need for mobile home park owners to receive a just and reasonable income sufficient to cover the costs of operating the park as well as a just and reasonable return on investment; and

WHEREAS, 90% of Calabasas Village residents have entered into a long-term lease agreement with Calabasas Crest Ltd., which expires on December 31, 2039, but may be terminated on December 31, 2029 or December 31, 2034 by Calabasas Crest Ltd.; and

WHEREAS, Calabasas Crest Ltd. and the City have negotiated a Memorandum of Understanding which commits Calabasas Crest Ltd. to continue providing subsidy contributions in the form and manner requested by the City and to not raising space rents based upon the terms of the lease it entered with Calabasas Village residents for the term of the current long-term lease agreement; and

WHEREAS, in exchange for these commitments the City is agreeing not to impose rent regulation during the term of the Memorandum of Understanding; and

WHEREAS, under the terms of the Memorandum of Understanding, all parties acknowledge that the City Council or City's voters still retain the authority to impose rent regulations, to the extent allowed by law; and

WHEREAS, the City of Calabasas along with Calabasas Crest Ltd. desire to enter into this Memorandum of Understanding.

NOW, THEREFORE, the City Council of the City of Calabasas does hereby find and order that:

SECTION 1. Recitals:

The City Council finds that all the facts, findings, and conclusions set forth above in this Resolution are true and correct.

SECTION 2. Adoption:

The City Council of the City of Calabasas hereby adopts the Memorandum of Understanding By And Between The City of Calabasas And Calabasas Crest Ltd. (Owners of Calabasas Village) Providing For An Annual Maximum Rent Adjustment And Secure Tenancy For Period Of Accord.

SECTION 3. Severability Clause:

Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. Certification:

The City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this 27th day of October 2021.

James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk

Matthew T. Summers
Colantuono, Highsmith & Whatley
City Attorney

Item No. 4 - Attachment B

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE CITY OF CALABASAS AND CALABASAS CREST LTD. (OWNERS OF CALABASAS VILLAGE) PROVIDING FOR AN ANNUAL MAXIMUM RENT ADJUSTMENT AND SECURE TENANCY FOR PERIOD OF ACCORD

This Memorandum of Understanding ("Agreement") is made and entered into effective October 1, 2021 ("Effective Date") by and between the Calabasas Crest Ltd., a California limited partnership ("Calabasas Crest"), and the City of Calabasas, a California municipal corporation ("Calabasas") (collectively, "Parties").

RECITALS

WHEREAS, there exists within the City and the surrounding area a serious shortage of mobile home rental spaces, which has resulted in low vacancy rates and potential for rising space rents; and

WHEREAS, it is necessary to protect the residents of mobile homes from unreasonable space rent increases, while at the same time recognizing the need for mobile home park owners to receive a just and reasonable income sufficient to cover the costs of repairs, maintenance, insurance, employee services, additional amenities and other operations, as well as a just and reasonable return on investment; and

WHEREAS, decisions of a rent stabilization board or rent stabilization ordinance may not necessarily fulfill the intent of protecting mobile home residents from unreasonable rent increases, nor do such decisions or ordinances always provide an owner with the opportunity for a just and reasonable income sufficient to operate a mobile home park, and to gain a fair and reasonable return on investment; and

WHEREAS, the City, Calabasas Crest Ltd, and residents of Calabasas Village have agreed to various programs, principles and guidelines for the mutual benefit of the owners of mobile homes and management of Calabasas Village including terms of a long-term lease agreement. The lease agreement reflects long-term resolution of pricing and rights and entitlements to the security offered by long-term lease covenants between Calabasas Crest Ltd. and residents of Calabasas Village; and

WHEREAS, it is in the mutual interest of the stakeholders to work together for advancement of entitlements for all. Fair bargaining and appreciation for the interests of

others succeeds in long and stable relationships; and

WHEREAS, due to changes in state law embodied in AB 2782, governmental authority to provide leasing price regulations previously authorized since 1986 under state law, has been delegated to the authority of local governments. An updated lease has been offered and accepted by Calabasas Village residents, reflecting the changes required by AB 2782 (i.e., the deletion of references to previously authorized lease exemptions from local controls); and

WHEREAS, it is desirable to both management and residents to continue leasing based on the terms and conditions which were previously agreed to between management and a committee of the Calabasas Village Home Owners Association (CVHOA); and

WHEREAS, Calabasas Village and its residents have enjoyed stable and long-term relations embodied in leasing for more than 30 years; and

WHEREAS, the terms of a new lease have been reached and the lease has been accepted by ninety-percent (90%) of the resident community; and

WHEREAS, it is in the interest of the City to recognize and encourage efforts of its citizens to achieve consensus without imposing new expensive burdens on Calabasas taxpayers; and

WHEREAS, the parties to this desire to enter into this AGREEMENT.

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

1. GENERAL PROVISIONS

1. The Recitals above are true and correct and fully incorporated herein.

2. RENT REGULATION

- 1.

The signatories below agree to the foregoing policies, principles and guidelines for future efforts to promote long time security in manufactured home tenancy in Calabasas Village.

2.
The signatories below agree to honor and cooperate in assuring respectful communications with any stakeholder and shall maintain an "open door" policy to discourse, discussion, with good faith efforts to appreciate and understand the interests and position of both sides to the management-resident relationship in Calabasas Village.
3.
Calabasas Crest also recognizes that there are residents whose incomes have not kept pace with rising living costs and that these residents need assistance from private and governmental sources to remain in their homes. Calabasas Crest agrees to continue providing subsidy contributions in the form and manner previously requested by the City of Calabasas.
4.
Guidelines for Rent Adjustments, Park Maintenance and Capital Improvements: Calabasas Crest agrees to waive reimbursement of ALL capital improvements, as provided in Sections 3 and 4 of the Lease inclusive of owner initiated and "Other Improvements" (including government mandated capital improvements), while this Agreement is effective. Space rent adjustments will be fixed based upon the terms of the Lease, as modified by this Memorandum of Understanding by removing Sections 3 and 4 from the Lease. A copy of the Lease is attached as Exhibit "A."
5.
Calabasas Crest shall communicate annually with the Calabasas Village Homeowners Association regarding any plans for park maintenance, repair, or capital improvements.
6.
City agrees—during the term of this Agreement—to not impose rent regulation for mobile home space tenancies. All parties acknowledge that the City Council or the City’s voters may unilaterally terminate this MOU and consistent with City police powers vested in Article XI, §7 of the California Constitution, impose any ordinance, rule, regulation, or initiative measure which establishes a maximum amount that may be charged for rent, at any time (“mobile home space rent regulations”).

3. INDEMNIFICATION

1. Calabasas Crest shall indemnify and hold City, its officials, officers, agents, employees, designated volunteers, attorneys, successors, and assigns (“City Indemnitees”) harmless against all actions, claims, demands, and liabilities, and against all losses, damages, costs, expenses, and attorney’s fees, arising directly or indirectly out of or in connection with its alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Calabasas Crest or failure to comply with any provision in this Agreement.
2. Calabasas Crest’s obligations under this Section shall survive the termination of the Agreement.

4. TERMS AND TERMINATION

1. The term of this Agreement shall be deemed to have commenced when executed by both parties and shall end at the same time as the Lease Agreement between Calabasas Crest and residents or December 31, 2029, whichever comes sooner. The parties may extend this Agreement further by mutual written consent. This Agreement may be terminated by either party if the City imposes mobile home space rent regulations. Notwithstanding any terms to the contrary, City is empowered to unilaterally cancel and terminate this Agreement at any regularly noticed public meeting. Either party may terminate this Agreement in writing for breach.

5. NOTICES

All notices and demands required or permitted to be given or made under this Agreement shall be in writing and either (1) hand delivered with signed receipt, or (2) mailed by first class registered or certified mail, postage prepaid and return receipt requested, addressed to the Parties at the following addresses and to the attention of the person named. Addresses and persons named may be changed by either of the Parties by giving ten (10) days written notice to the other party.

If to Calabasas:

If to Calabasas Crest:

City of Calabasas
Attn: Kindon Meik
100 Civic Center Way
Calabasas, CA 91302

Calabasas Crest Ltd.
23777 Mulholland Highway
Calabasas, CA 91302

6. WARRANTY OF AUTHORIZATION

1.

Calabasas Crest represents and warrants that the person executing this Agreement is a duly authorized representative of Calabasas Crest with actual authority to bind Calabasas Crest to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.

2.

Calabasas represents and warrants that the person executing this Agreement is a duly authorized representative of the City of Calabasas with actual authority to bind the City of Calabasas to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.

7. MISCELLANEOUS PROVISIONS

1. This Agreement is intended for the benefit of the City and Calabasas Crest and for no other person or entity. No other person or entity shall have the rights of a third-party beneficiary under this Agreement.

2.

The Parties agree that specific performance (or writ of mandate for performance of a required act) shall be the sole available and appropriate remedy for Calabasas Crest under this Agreement, and Calabasas Crest shall not seek monetary damages from the City under this Agreement or under any otherwise applicable legal basis for monetary damages.

3.

This Agreement shall be governed and construed in accordance with the laws of

the State of California. In the event of a dispute or claim arising out of this Agreement, venue shall be in the Superior Court of the State of California for the County of Los Angeles.

4.

This Agreement shall be construed as a whole and according to its fair meaning. This Agreement shall not be construed strictly for or against either of the Parties. If any provision of this Agreement is found unenforceable, void, or voidable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.

This Agreement may be executed in counterparts such that the signatures appear on separate pages. A copy or facsimile of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or electronic means shall be deemed original signatures.

6.

This Agreement represents the complete understanding of the Parties with respect to the matters set forth herein.

7.

Except as expressly provided herein, this Agreement may only be modified or amended by a written instrument executed by duly authorized representatives of the Parties.

8.

The Parties agree to meet and confer periodically at mutually agreeable times to exchange relevant information and discuss performance under this Agreement.

9.

This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the day and year below written.

CALABASAS CREST LTD., owner of

CITY OF CALABASAS,

Calabasas Village

a Municipal Corporation

By: _____

By: _____
Kindon Meik
City Manager

By:

ATTEST:
By: _____
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:
By: _____

APPROVED AS TO FORM:
By: _____
Matthew T. Summers
City Attorney



**CALABASAS VILLAGE LONG TERM
TRANSFERABLE
MOBILEHOME TENANCY LEASE**

CALABASAS VILLAGE, 23777 Mulholland Highway, Calabasas, CA, 91302-2716



Calabasas Village Long Term Transferable Mobilehome Tenancy Lease

Calabasas Village is an Equal Housing Opportunity Provider.

We do business in accordance with both State and Federal Fair Housing Laws. It is illegal to discriminate against any person because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, military status, medical condition, genetic information, or for arbitrary reasons.

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE MOBILEHOME RESIDENCY LAW (CIVIL CODE §798. ET SEQ.). THIS AGREEMENT IS OFFERED BY THE LESSOR, CALABASAS CREST, LTD. A CALIFORNIA LIMITED PARTNERSHIP (“Owner,” “Park,” “We,” “Lessor,” Management” or “Us”) doing business as CALABASAS VILLAGE and the “Homeowner(s)” executing this agreement for amobilehome tenancy in the Park.

THIS AGREEMENT IS VOLUNTARY; THIS AGREEMENT IS NOT AREQUIREMENT OF TENANCY. Homeowner is not required to sign this agreement. Homeowner is free to decline this Lease and in lieu thereof enter into amonthly tenancy or agreement from one month to twelve (12) months.

IT IS IMPORTANT FOR YOU ILESSEE. DEFINED AS “TENANT” UNDER CIVIL CODE §798.17I TO READ THIS AGREEMENT AND THE OTHER DOCUMENTS REFERRED TO IN THIS AGREEMENT BEFORE SIGNING.

IT IS RECOMMENDED THAT YOU CONSULT ALEGAL PROFESSIONAL (PREFERABLY ALICENSED ATTORNEY) PRIOR TO SIGNING THIS AGREEMENT. YOU MAY FIND OR CHECK THE STATUS OF YOUR ATTORNEY AT: <http://www.calbar.ca.gov/Public/Free-Legal-Information/Legal-Guides/Finding-the-Right-Lawyer>.

LESSEE MAY UNILATERALLY TERMINATE TENANCY BY REMOVING THE MOBILEHOME FROM THE HOMESITE TOGETHER WITH ALL OTHER PERSONALTY, ON SIXTY (60) DAYS PRIOR WRITTEN NOTICE TO LESSOR (CALIFORNIA CIVIL CODE §798.59). IF THE MOBILEHOME IS SOLD, TRANSFERRED, GIFTED OR INHERITED. THIS AGREEMENT MUST BE ASSIGNED IF THE MOBILEHOME IS TO REMAIN IN THE PARK AND PURSUANT TO THE ESTABLISHMENT OF AMOBILEHOME TENANCY (BY APARK-APPROVED ASSIGNEE FOR MOBILEHOME TENANCY). IN SUCH CASE THIS AGREEMENT REMAINS APPLICABLE TO ASSIGNEE.

THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR AGREEMENTS BETWEEN LESSOR AND LESSEE.

DEFINITIONS

As used in this Agreement, defined terms will have meanings as ascribed unless context indicates that a different meaning is intended. The plain meaning of terms will apply and interpreted in fair and neutral fashion.

“*Owner*,” “*Lessor*,” “*Management*,” “*Us*” means the owner of the Park, Calabasas Crest, Ltd., inclusive of its officers, partners, representatives, employees, authorized agents and representatives, exclusive of onsite resident managers per Health and Safety Code § 18603.

“*Park*” means Calabasas Village, Calabasas, California, 91302-2716.

“*Homeowner*,” or “*Lessee*,” means: (a) the person(s) who was offered this Agreement after approval by Management for the establishment of a Mobilehome tenancy, executed this Agreement, and is the registered owner of the Mobilehome on the space. California also defines a lessee as a “tenant” in Civil Code §798.17. Tenant, homeowner and lessee are synonymous.

“*Resident*” means members of the Homeowner’s household at inception of tenancy, and includes subsequent occupants in possession with the consent or acquiescence of the Homeowner, but who have not been financially approved by the Lessor for tenancy as a Homeowner. A prospective resident, or those persons listed on the last page of this Agreement who have not been approved for tenancy by the Park and have not closed escrow on the manufactured home occupying the homesite shall not be deemed a “Resident”.

“*Guest*” means occupants or other persons on the space, in the Park, or, in occupation of the Mobilehome or invited or allowed onto the park property by the homeowner, who is known, invited or allowed by the Homeowner or other resident. “*Resident*” includes the MRL term “*Companion*” identified to the Owner annually and in lieu of a guest fee. The general public is not permitted in the common areas for any use or purpose.

“*Space*” or “*Homesite*” means the real property rented to Homeowner by Owner. Lot lines for the Space are based on current use, as marked or as otherwise legally defined for set-back clearances only. There is no entitlement to a lot of specific size or dimension; new construction may not exceed 60% of lot coverage as marked from time to time. The lot lines of the homesite may be the smaller of either [1] the lot lines as governmentally approved or [2] as necessary to maintain lawfully required setbacks. Lot lines may be amended, changed or modified as legally mandated. There is no right to the maintenance of a lot line location as marked. Any reduction in the size of a lot due to required change in lot line location will be compensated by a reduction in the amount of space rent, based on a comparison of the amount of area lost, to the size and dimensions of the lot before the modification of the lot lines. For example, if the lot were 100

feet and the area taken was 5 feet, the rent may be reduced by the fraction of 5/100 to fully compensate homeowner, and no other loss of value or use, or improvements or landscaping would be required.

“Maintenance Duties of The Homeowner”: Maintenance duties of the Homeowner include all areas around the Mobilehome and lot construction, as then shown by lot line markers at each corner of the space, fences, walls and other criteria made known to the Homeowner. If the minimum area necessary to comply with set-back requirements comprises a smaller area than stated above, then the smaller area shall comprise the Space.

“Easements” refers to the EASEMENTS AND ENCUMBRANCES of record and which exist in fact, if applicable, which affect use and occupancy of the Homesite. The Homesite may contain underground easements, rights of way, utilities or other encumbrances which may limit the maximum size of any Mobilehome, accessory structure or equipment which may be subsequently installed on the Homesite which would otherwise be permitted by defined lot lines and applicable codes and standards. Standards and practices which preceded Homeowners’ occupation of the premises are not precedent and may not be relied on for the offering or request for approval of new proposals, existing enforcement or application of Rules, or as past allowances, practices and standards which do no longer apply.

“MRL” or the *“Mobilehome Residency Law”* refers to California Civil Code (“Civil Code ” or “Civ. C”) §§798 et seq. All terms of this lease are subject to the *“MRL”* at the time of its execution.

“Term” means the period of time that this Agreement is agreed to be in effect.

“Tenancy” is defined as defined by the Mobilehome Residency Law (Civil Code sections 798, et seq.), *“Tenancy”* is defined by the Civ C as the right of a homeowner to the use of a site within a Mobilehome park on which to locate, maintain, and occupy a Mobilehome, site improvements, and accessory structures for human habitation, including the use of the services and facilities of the park. See, too, Civ. C §798.55(b), which confers on the homeowner a non-terminable tenancy until reversion of the lot to the Lessor absent statutory good cause for termination.

“Sale” means any full or partial transfer, purchase, inheritance, gift or other hypothecation or conveyance of title, possession, or ownership interest in or to the Mobilehome, in whole or part, voluntary and involuntary.

“Buyer” refers to any person who seeks to establish tenancy in the Park or purchase a Homeowner’s Mobilehome or otherwise acquire all or part of the Mobilehome and/or acquire the right to an interest or claim to occupy or possess the Mobilehome or Space, with adjustments to rents and charges as provided herein.

“Turnover Increase” means a rent adjustment at the time of *“Sale.”* *“Sale”* refers to the voluntary or involuntary transfer, purchase, sale, hypothecation, alienation, attachment, foreclosure, listing, preemptive option, assignment, or other modification in the interest in or to the Mobilehome or possession thereof, or tenancy.

“Preemptive option” refers to a first right of refusal, first offer, option to buy.

“Owner’s approval” or *“approval of Owner,”* *“Owner’s consent”* or *“consent of Owner”* means that Owner’s prior written consent is required before Lessee commences any action requiring written permission. Lessee shall submit a written request to describe the action Homeowner proposes to take and requests Owner to give prior written approval. The resident manager is not empowered or authorized to enter tenancy agreements, establish a tenancy or tenancy rights, and has no authority or power to make any changes, deletions, additions, releases, exceptions or waivers of performance or payments, or other exceptions to this Agreement, or take other action for Owner.

“Our Option,” or *“We May”* means that the Owner may elect, absent obligation, to take the action in its fairly applied discretion.

“Park Manager,” *“Resident Manager,”* refers to the Resident Manager. The onsite personnel of the park, including all management personnel, have no authority to change or make exceptions to this or any agreement which relate to tenancy, or enter into this agreement, or take any other action on behalf of the Lessor in respect to documentation required to be in writing to be enforceable, which is not expressly approved and authorized in writing. Lessor shall be represented by its Resident Manager, vested with the authority to collect rents, receive communications from all Lessees and residents, clean and open/close facilities, and enforce the Rules and Regulations on behalf of Lessor. Resident Managers have no authority to modify, waive, release or amend terms or conditions of tenancy. As all tenancy agreements must be in writing, only Lessor or authorized agents may bind, modify, release or change tenancy terms and conditions, under California’s equal dignities rule. The managers have no authority to represent or give opinions about Mobilehome values, quality, utility, condition or merchantability: please consult your dealer or broker. Contact numbers for the managers when not in the office are posted.

“No Advance Written Consent Considered”: Resident managers may not give advance written consent where called for by this agreement for any change in appearance of exterior or interior of the home or homesite, and may not approve requests for any other work or change whatsoever to the homesite. The Resident Managers are not authorized to consent or agree to, nor acquiesce in exceptions, special arrangements, or to waive compliance with this rental agreement or Rules and Regulations. Resident Managers shall do no work in or around a homesite except as needed to fulfill park management duties.

“Park Facilities,” *“recreational facilities,”* *“common areas”* mean those facilities and areas of the Park which are generally open to Homeowners and Residents.

“Mobilehome”: means the manufactured housing or Mobilehome, Homeowner’s lot improvements for which Homeowner shall provide maintenance, cleaning and repair when necessary, inclusive of driveway and trees as provided by the MRL.

“Appearance”: Where standards of appearance, maintenance or construction are referred to herein by terms such as *“Unightly,”* *“Aesthetically Compatible,”* *“Attractive,”* *“Aesthetically Pleasing,”* *“Good Condition,”* *“Well- Kept,”* *“First Class,”*

and other words describing a condition or standard of appearance, construction or maintenance Owner shall be the sole arbiter of whether the condition exists or if the standard is being complied with.

“CPI” means Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim (100 =1982 -1984)

“Association” means Calabasas Village Homeowner’s Association.

“Pass-throughs” are additional rent.

“Capital Improvements” means any new construction, renovation, repairing, replacing, or refurbishment, that adds to, modifies or changes the Park’s infrastructure and any costs to provide new services or equipment in or to the Park

1. THIS AGREEMENT IS MADE BETWEEN CALABASAS CREST, LTD., A CALIFORNIA LIMITED PARTNERSHIP ("Owner," "Park," "we" "Lessor" "Management" or "us"), doing business as CALABASAS VILLAGE and "Homeowner" (singular includes plural, singular includes collective, male or female refers to all homo sapiens) who is or are:

Name _____ s Homeowner

Name _____ Homeowner

Name _____ Homeowner

Name _____ Homeowner

A. FOR THE RENTAL OF HOMESITE # _____ in CALABASAS VILLAGE, 23777 MULHOLLAND HIGHWAY, CALABASAS, CALIFORNIA 91302-2716; which Homeowner hereby rents from Owner;

B. FOR A TERM OF THIS LEASE: Beginning as of the date this Lease is signed by both Homeowner and Owner and ending on December 31, 2039; irrespective of the date this agreement is signed by Homeowner and Owner.

C. RENT ADJUSTMENT DATE: January 1st, of each calendar year ("Anniversary Date") as provided herein.

D. PAYMENT OF RENT: Homeowner shall pay a monthly rent to Owner without notice, demand or billing, or any deduction or offset, in advance, on the first day of each month for tenancy set forth in Paragraph 2 (B), as adjusted during the tenancy. Rent is to be paid at the Park office or such other place as Owner designates, in writing, to Homeowner. Owner does not issue printed rent invoices or bills, as the amount for all monthly charges is presented annually; however, notwithstanding the foregoing, Owner reserves the right to do so in the future at its election. Your rent will be LATE if not paid in full by 5:00 p.m. on the sixth (6th) day of each month. Owner may require payment of its actual cost whenever a check is returned for any reason.

2. RENT

A. LIMITS ON BASE RENT: Attached hereto is "Schedule A", incorporated herein by reference, showing the category (A or B) each space has been assigned to. Homeowner's BASE RENT after an increase as per ¶ C below shall be limited for calendar year 2021 to: \$1,820.00 for Space Type A Homesites and \$1,976.00 for Space Type B Homesites. For the calendar years following 2021 the preceding LIMITS ON BASE RENT will be increased annually as of the Anniversary Date (January 1st.). The increase in the LIMITS ON BASE RENT shall be determined by comparing the most recent CPI that is available when Owner prepares the rent increase notice (during September), to the CPI for the same month which was published twelve (12) months earlier or another index or formula as defined in ¶C below. If Homeowner’s BASE RENT exceeds these limits, as adjusted annually, Homeowner's BASE RENT shall be lowered to the limit calculated in accordance with this paragraph. EXAMPLE: If the BASE RENT on a category “A” homesite was \$1,820.00.00 per month on January 1, 2021 and on January 1, 2022 the proposed BASE RENT increase was to \$1,856.40 and the CPI adjustment for 2022 to the LIMITS ON BASE RENT was two percent (2%) the new limit on BASE RENT for category “A” homesites would be \$1,856.40 per month. Therefore, the proposed BASE RENT for the homesite of \$1,856.40 per month for 2022 would be Lowered to \$1,856.00 per month. Adjustments for pass-throughs and other rent charges permitted by this Lease are in ADDITION to the BASE RENT adjustments for the Homesite.

B. BEGINNING MONTHLY RENT: As of January 1, 2021, total monthly rent (“rent”) for the homesite is:

\$ _____ which is a total of the beginning amount of:

\$ _____ for the "monthly BASE RENT"; and, the beginning amount of

\$ 250.00 _____ "monthly pass-throughs" as further rent," which together constitute total beginning monthly rent as periodically adjusted and rounded up in accordance with 8 below.

C. **"CPI" RENT INCREASES:** Starting with Homeowner's Anniversary Date of January 1, 2022, and on each successive Anniversary Date during the term of this Agreement, Homeowner's BASE RENT will increase as follows unless the proposed BASE RENT exceeds the limits called for by ¶ 2(A) above:

- 1) Your monthly BASE RENT (excluding pass-through charges) portion of your rent will increase by the annual percentage increase, if any, in the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim (100=1982 - 1984) ("CPI") by comparing the most recent CPI that is available when Owner prepares the rent increase notice (during September), to the CPI for the same month which was published twelve (12) months earlier plus up to three percent (3%). Pass-through charges are EXEMPT from the CPI adjustment. The total monthly BASE RENT increase **shall not exceed four percent (4.0%)** except in the event of "High Inflation." "High inflation" is defined as a Bank of America N.A. ("B of A") or J.P. Morgan Chase ("Chase") published prime rate of ten percent (10%) or above (during September when the increase in BASE RENT to be effective on the next Anniversary date (the following January 1st) is determined by Owner). The lower of either the "B of A" or "Chase" prime rate" applies. If high inflation exists when Owner prepares the next BASE rent increase notice, during September, the annual limitation of a 4% maximum increase in BASE RENT no longer applies. In lieu thereof, Owner may increase BASE RENT to an amount equal to the percentage remainder of the then-published B of A or Chase prime rate (whichever is lower), less five (5) percent. (*Example: If September prime rate is 10.5%, the base rent adjustment shall be 5.5% (10.5% prime rate less 5%); if prime rate is 9%, the high inflation adjustment does not apply*). If the CPI ceases to exist in its present form or is calculated in a different manner, Owner will use another index or formula which, in Owner's opinion, shows inflation of the U.S. Dollar in Los Angeles County.

Any adjustment to BASE RENT(s) because of the LIMITS ON BASE RENT set forth in 2. A above are the only terms in this Lease allowing for a reduction or limitation on Homeowner's BASE RENT. A negative CPI (or another index as per 2. C. 1) shall be treated as a zero and not cause any adjustment to RENT, BASE RENT OR LIMITS ON BASE RENT.

D. MONTHLY PASS-THROUGH RENT CHARGES AS OF JANUARY 1, 2021.

- 1) \$35.00 for: TV and Internet service;
- 2) \$73.00 for insurance (in the event of an insured casualty occurring in the Park this amount may be increased or decreased by the difference in the insurance settlement payment and Owner's actual costs in correcting the damage done by the casualty occurrence);
- 3) \$31.00 for trash removal;
- 4) \$105.00 for the expenses (reflected for, inter alia, common area services, facilities, amenities and improvements) restricted to water and sewer services. PLEASE NOTE: Owner may install water meters at each individual Homesite and after required notice, bill Lessee for monthly usage and charges for lot consumption of water and sewer usage at charges regulated, set and established by the Las Virgenes Municipal Water District ("LVMWD"). If Owner elects to install individual meters at each Homesite and bill for lot usage, pre-existing monthly pass-through charges shall not be disturbed and remain a pass-through charge to Lessee per this agreement (as lawfully permissible).
- 5) \$0.00 for: Security Services above \$2,500.00 per month;
- 6) \$6.00 for Real Property Tax increase in excess of Two percent (2%) over the prior year;
- 7) \$0.00 for pass-throughs set forth in Section 3. below;
- 8) \$0.00 for Government related expenses
- 9) \$0.00 for: future services, which may or may not presently exist, which substitute for, supplement or complement "(D.1) through (D.9)" hereof or other new Park services hereinafter collectively "pass-through" charges.

The foregoing amounts are defined as further rent and consist of rent. The beginning rent level is not subject to decrease, deduction, offset, reduction or rebate for any reason. It is acknowledged that the base rent rate, further rent, and the beginning and subsequent amount of further rent pass-through amounts are valid, binding and accurately reflect the agreement of the parties.

Owner may adjust charges to Homeowner for the Pass-through charges: (a) anytime, based upon its actual costs, (b) as of January 1, of each year based on actual costs for the prior year or (c) projected costs for the coming year, with reconciliation of past projections.

3. **OTHER IMPROVEMENTS:** For the purpose of this Agreement, "Other Improvements" shall be defined as our costs of constructing new improvements or repairing or replacing old improvements in the Park that WE ARE REQUIRED TO MAKE BY A GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, UTILITY COMPANY, SOME OTHER PERSON OR ENTITY OVER WHOM WE HAVE NO CONTROL OR BECAUSE OF AN UNINSURED LOSS, OR PORTION THEREOF OR A DEDUCTIBLE PORTION OF AN INSURANCE POLICY:

- a.) **PARK'S ELECTRICAL, GAS AND WATER DISTRIBUTION SYSTEMS:** In the event that Owner or a Serving Utility determines that any or all of the Park's electrical, gas or water distribution systems need replacing in whole or part Owner shall bear the first Two Hundred and Fifty Thousand Dollars (\$250,000.00) of the cost of each replacement and any amount or amounts above Two Hundred and Fifty Thousand Dollars (\$250,000.00) of the cost of each replacement shall become a monthly pass-through paid back to Owner with interest at the lower of Bank of America (B of A) prime rate plus one half of one percent (.5%) or (six percent (6%). The monthly pass through(s) shall be paid to Owner in Sixty (60) equal monthly instalments beginning on the next Anniversary Date. In the event of a pass-through charge pursuant to this paragraph you have the right to pay all of your allocable costs at the time of notice in one lump sum without interest.
- b.) **GOVERNMENT RELATED EXPENSES:** For the purposes of this Agreement, "Government Related Services" shall be defined as services required by governmental agencies which are new or in addition to those services legally required to be provided by Owner to Homeowner or to the Park as of January 1, 2020. "Government Related Expenses" include: all expenses required by any government entity subsequent to January 1, 2020. These include all expenses of licenses, permits, approvals, fees, assessments, utility operations, professional services, other services or facilities provided and maintained according to law, including the Mobilehome Residency Law (*Civ C § 798, et seq.*), the California Mobilehome Parks Act (*Health and Safety Code § 18250, et seq.*), Title 25 of the Code of Regulations, Div. 1, Ch. 2 ("Title 25"); the cost of complying with additions, deletions or modifications for disability laws, access and accommodations per state or federal law, or other applicable law, as required or voluntarily provided; and labor, materials, exactions, and other costs or expenses Owner incurs to comply. In the event that Owner complies with any of the above mentioned "Government Related Expenses" Owner shall bear the first Twenty-Five Thousand Dollars (\$25,000.00) of the cost of each requirement and the amount or amounts above Twenty-Five Thousand Dollars (\$25,000.00) of the cost of each requirement shall become a monthly pass-through paid back to Owner with interest at the lower of Bank of America (B of A) prime rate plus one half of one percent (.5%) or six percent (6%).
- c.) We will not increase your rent by more than forty dollars (\$40.00) per month because of a pass-through(s) for Other Improvements. If, however, we have Other Improvement costs in excess of this per-month limitation, we may carry the excess amount over and include it in your rent at a later date so long as your total monthly pass-through charge for Other Improvements does not exceed forty dollars (\$40.00).
4. **OWNER BEARS THE COSTS OF CAPITAL IMPROVEMENTS INITIATED BY OWNER:** Owner will bear the cost of all Capital Improvements that Owner initiates that are not separately mentioned as pass-through charges elsewhere in this Lease Agreement.
5. **INSURANCE:** "Insurance" includes any insurance which Owner purchases for the operation of the Park.
6. **REAL PROPERTY TAXES:** "Real Property Taxes" are defined as taxes levied against the Park which are normally payable to the County tax collector pursuant to State Law on the tenth (10th) day of December and on the tenth (10th) day of April of each calendar year. Such taxes shall not include Owner's income taxes, or any assessments charged to Homeowner as a pass-through to Homeowner of "Government Related Services." "Real Property Taxes" also include increases in taxes charged and assessed to Owner as a result of assessment or re-assessment of the real property. Increased costs of the assessment or re-assessment shall be passed through to Homeowner as per 2.D.6) above. Real Property Taxes include all real estate taxes, personal property taxes, bonds, fees, charges, surcharge assessments, or other charges made in lieu of any of the items described in this paragraph or other charges made in lieu of Real Property Taxes which Owner is required to pay. Real Property Taxes also include any tax or excise on rents or any other tax, which is assessed against the Park as a direct substitution for any Real Property Taxes. Real Property Taxes include any new taxes, or new assessments, or expense, caused by or resulting from the establishment of a new or amended tax roll or governmental requirement to which the Park property becomes subject during tenancy, whether as a result of creation of a tax roll for commercial or other property use encompassing any portion of any park property. Only the amount of the increase in Real Property Taxes in excess of two percent (2%) over the amount charged during the prior year may be passed through to Homeowner.
7. **ROUNDING OF RENT:** Rent will be rounded up to the nearest one dollar (\$1.00).

Homeowner's Initials: _____

8. **RIGHT OF AUDIT TO PASS-THROUGH RENT CHARGES:** Owner shall substantiate its pass-through rent adjustments in effect for the present year (except CPI which can be easily verified or adjustments upon Turnover [sale]) by making the following available for inspection by Homeowner at the Park office during the month of February during normal business hours: a copy of documents which justify the pass-throughs of any expense or cost being used to justify a rent adjustment (other than a CPI adjustment or adjustments upon sale), such as checks, bills, statements or invoices which show the prior year's costs of each item which led to an upward actual or projected rent adjustment. Right of audit does not apply to the beginning amounts of specified charges, fees and rents, as all are acknowledged as right and proper in the first instance and not subject to reduction, deduction, offset or further modification or scrutiny: all beginning rents, charges and fees are agreed and acknowledged as correct, binding and enforceable.

If insurance proceeds affect the net cost of a given item passed through as a rent adjustment, documentation or a copy thereof received from the adjuster, insurance broker or insurance carrier establishing the amount of the deductible and or the claim not reimbursed to Owner by said company or companies are agreed and acknowledged as correct, binding and enforceable.

Any objection to a pass-through increase is waived if not raised by written notice within six months following notice of it. Otherwise, timely payments are deemed to reflect consent and agreement to the calculation of the pass-throughs and other rent and charges as adjusted per notice. Audits do not apply to CPI adjustments or adjustments on sale.

Homeowner must be in good standing, not in breach, and not in any default of payment of any monies or violations of the Rules and Regulations. Such Homeowner may then, during February business hours and on reasonable prior notice, inspect Owner's documentation (consisting of invoices, checks, or other evidence provided, not private information such as a general ledger).

- (i) If, after such inspection, Homeowner disputes the increase, the parties shall meet and attempt to resolve the dispute. If the parties cannot do so within sixty (60) days after inspection, Homeowner may submit the dispute to arbitration if the Park's arbitration agreement applies.
- (ii) No adjustments are to be made if the disputed amount is plus or minus Two Percent (2%) of the pass-through items listed in Section 2. ¶E hereof. Owner shall pay the costs of the arbitration. Homeowner's audit rights shall not relieve Homeowner's obligation to pay disputed amounts in the interim, and the rights under this subsection may only be exercised if Homeowner is not in default of payment of rent or other obligation for which tenancy may be terminated.
- (iii) If a variance in the audit process proves the claim(s) for adjustment to be under two percent (2%) from correct amounts and no adjustment was appropriate One-Hundred Percent (100%) of Owner's costs in defending its pass-through charge calculations including experts and attorney's fees may be passed-through as further rent. The adjustment, may, in Owner's sole discretion, apply to the complainants or all spaces, charged over the course of 12 or more months, after service of a ninety 90-day written notice to Homeowners in accordance with Civ C section ¶798.30.

9. TURNOVER INCREASES, SPACE CATEGORIES, LIMITS ON TURNOVER INCREASES

Notwithstanding any term or condition to the contrary in this Agreement, if the Mobilehome is sold, transferred or assigned to Homeowner's spouse, Registered Domestic Partner, child or grandchild and that spouse, Registered Domestic Partner, child or grandchild lives in the Mobilehome as his or her primary residence for a minimum of one year then for purposes of the turnover increase called for by this Section 9. the transfer to that spouse, Registered Domestic Partner, child or grandchild shall not be considered a sale, transfer or assignment. This exemption may only be used once. If the spouse, Registered Domestic Partner, child or grandchild occupies the Mobilehome as his or her principal residence for less than one year then the monthly BASE RENT shall be increased by the turnover increase retroactively to the date the Mobilehome was sold, transferred or assigned to the spouse, child or grandchild. The date of the sale, transfer or assignment will be the date the buyer's tenancy begins. All of the other rent increases provided for above and elsewhere in this Agreement will also continue to apply to the rent to be charged any buyer and will be in addition to the turnover increases. The provisions of this paragraph apply even if only a portion of Homeowner's interest is being sold, transferred, assigned or sublet.

- a. The date of the sale, transfer or assignment will be the date the buyer's tenancy begins. All of the other rent increases provided for above and elsewhere in this Agreement will also continue to apply to the rent to be paid by buyer and will be in addition to the turnover increases. The provisions of this paragraph apply even if only a portion of Homeowner's interest is being sold, transferred, assigned or sublet.
- b. **RENT INCREASE UPON TURNOVER:** At the time of a sale, transfer or assignment, except those Homeowners exempted by the first paragraph of this section 9. THE BASE RENT SHALL INCREASE BY UP TO EIGHTEEN PERCENT (18%). The percentage increase in the BASE RENT is limited by THE APPLICABLE LIMIT CALCULATED IN ACCORDANCE WITH Section 2. ¶A ABOVE.

10. SALE OF MOBILEHOME AND APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS:

Homeowner may sell or transfer Homeowner's Mobilehome or assign Homeowner's right to occupy Homeowner's Space only as permitted by this Agreement and the Mobilehome Residency Law. Homeowner must give Owner written notice, immediately, upon offering Homeowner's Mobilehome for sale and ten (10) day's written notice prior to Homeowner's execution of any escrow, sale, or other similar agreement so that Owner can provide a written application for the assignment of this Agreement and tenancy rights, required disclosures as appropriate and to avoid unlawful occupancy.

- a. The requirements of this Agreement and this Section 10 will apply even if Homeowner sells only a portion of Homeowner's interest in Homeowner's Mobilehome or Homeowner's Mobilehome is repossessed or acquired by another. This Agreement also applies before any person other than the ones listed on the original signature page of this Agreement, or on any document assigning this Agreement, may become a Homeowner. A guest or other person who has not signed this Agreement who remains in the Park after his/her host has died, moved, or for any other reason does not physically reside in the Park on a regular basis, will be considered the equivalent of a buyer and subject to all of the provisions of this Agreement dealing with a sale and approval of a new buyer including the turnover rent increase. This will be true regardless of whether the guest is listed as a "legal" or "registered" Owner of the Mobilehome.
- b. If the buyer intends to leave the Mobilehome in the Park or the buyer intends to establish a Mobilehome tenancy, before occupying the Mobilehome or Space the buyer must complete an application for residency, be approved by Owner for tenancy and accept an assignment of this Agreement or enter into a new lease offered by Owner which is exempt from rent regulations in accordance with applicable law including Civ C§798.17. However, if a new offering to replace the remaining term of this Agreement is not accepted within 30 days after first offered, or is rescinded by buyer within 72 hours after execution and notice of cancellation is received by Management, the assignment of the pre-existing Agreement remains mandatory: buyer then takes tenancy subject to this Agreement. Thus, if buyer enters into a new lease and then rescinds that new lease within seventy two (72) hours after execution and notice of cancellation, the buyer must accept an assignment of this Agreement. Owner may

request a financial statement, credit report, references, and other information Owner reasonably needs from the buyer to determine acceptability as a tenant. Specific standards are available for review as provided by the MRL. If the buyer is not approved for tenancy buyer will have no rights of tenancy and no right of possession after seller vacates the homesite. In such case, the owner of the Mobilehome may remove it from the Park. **Homeowner remains fully responsible for the full performance of this Agreement for its entire Term or until fully terminated as is Homeowner's right under Civ C section ¶798.59.** If Homeowner or the buyer fail to perform the duties and obligations set forth in this Agreement, Owner may, at Owner's option, pursue any remedies Owner may have against buyer, Homeowner or both.

- c. If Homeowner or any buyer/transferee/assignee of Homeowner's Mobilehome or Space contend at any time that any of the provisions of this Agreement are unenforceable, it is agreed that the issue will be resolved in accordance with the arbitration terms of this agreement, if applicable. Homeowner agrees to do such other things and to sign and deliver to Owner such additional documents as Owner may reasonably require to protect Owner's interests in conjunction with an assignment of this Agreement.

11. TERMINATION: The termination of this Agreement may be in accordance with one of the following events and occurrences:

- a. Expiration of the specified term, in which case vested tenancy rights established by this agreement continue to apply until reversion as per applicable law including Civ C §§798.30, 798.55(b), 798.56,, 798.57, 798.73, 798.74, 798.75, 798.78, 798.79, etc., until voluntary surrender of tenancy by Homeowner and successors (contractual and statutory), and reversion to Owner. All provisions of the MRL continue to apply during tenancy.
- b. Homeowner's choice to vacate tenancy on sixty (60) days' advance written notice, together with the complete removal of homeowner's Mobilehome, and all personalty (including vehicles and all other personal property from the premises leaving landscaping and site improvements undisturbed and utilities off and de-energized). The Mobilehome Residency Law (Division 2, Part 2, Title 2, Chapter 2.5 of the Civ C, §§ 798, et seq.) and specifically Civ C §798.59, provides for vacation from tenancy on sixty (60) days written notice, so Park Owner may seek prospective Homeowners for the vacant premises.
- c. Homeowner demonstrates reasonable cause for termination of tenancy in accordance with the MRL, Civ C§798.56, in accordance with Civ C §798.55(b) and §798.57.
- d. Condemnation or acquisition of the Park by a governmental or quasi-governmental agency, trust, or non- profit corporation.
- e. Sale of the Mobilehome in the event that a mutually agreeable rental agreement is executed by Owner and Homeowner's buyer which replaces this lease Agreement for the balance of the remaining term or such other term that is agreed upon by buyer and Owner. Assignment of this Agreement is mandatory in the absence of such mutually agreeable replacement agreement.
- f. This Agreement may also be terminated in the event of acts of God, a catastrophic event or emergency, or other cause rendering it impractical for the Owner to continue operation of the Park in the reasonable discretion of the Owner in accordance with Civ C §798.56. Additionally, this Agreement may be terminated, at Owner's election in its sole discretion, in the event of acquisition of the Park for the benefit of the homeowner community based on homeowner purchase, acquisition by a non- profit corporation, entity or by reason of long term ground lease, conversion to cooperative or subdivision; or, if Owner elects to terminate this Agreement for other reasons as of December 31, 2029 or December 31, 2034. If such cancellation occurs, Owner will provide one year's notice if required by the MRL. Further, then available term options as per Civ C §798.18 will be offered and tenancy rights for possession and residency per MRL including Civ C §798.30 may apply. In any of the circumstances described in this subparagraph "F.," the Homeowner's Mobilehome tenancy will remain intact and subject to all provisions of the MRL, including rights under the MRL and including Civ C §798.18 (a rental agreement for one year, and from one month to one year in term). Nothing in this paragraph shall be construed as a release of Mobilehome tenancy rights as per Civ C § 798.19, § 798.77.
- g. While Homeowner is in bankruptcy, Homeowner may vacate tenancy and concurrently terminate this lease Agreement for any reason whatsoever, after providing thirty (30) days written notice to Park Owner. If this lease Agreement is terminated by Homeowner during Homeowner's bankruptcy, the maximum claim that the Park Owner may have against the Homeowner for early termination shall be sixty (60) days of rent.

12. FEES AND CHARGES

- a. **STATUTORY FEES FOR REMOVAL OF IMPROPER STORAGE ON SITE:** If Owner determines that the removal of personal property from the homesite is proper or necessary to bring it into compliance with the reasonable Rules and Regulations or applicable law (Mobilehome Parks Act or Title 25 of the Code of Regulations), Owner may remove the property to a reasonably secure storage facility. Owner, in such case, will provide written notice of at least Fourteen (14) days of Owner's intent to remove the personal property, including a description of the property to be removed. Homeowner shall be responsible for reimbursing Owner for the actual, reasonable costs, if any, of removing and storing the property. If Homeowner fails to claim the property as prescribed in the MRL, Owner may dispose of the property in any lawful manner. Owner shall comply with applicable terms of Civ C § 798.36.
- b. **CHARGES FOR TOW AWAY OF VEHICLES:** This section shall also be construed as a rule and regulation in the community guidelines, and may be amended as per Civ C §798.25. No vehicle is permitted to be parked on

the Park's streets, or parked on a driveway or designated parking space if it is not maintained in normal operating condition, neat and clean in appearance, not leaking fluids, in compliance with all Vehicle Codes, equipment requirements, bears current registration, not containing unsightly loads visible to others and not "stored" (left parked and unused for more than 96 hours). The foregoing include, but are not limited to, unlicensed "junkers," or other vehicles whose exterior appearance is unsightly, and excessively noisy vehicles. Any vehicle not meeting these standards may be removed from the park at Homeowner's expense in accordance with the MRL. A "junkster" is any of the following: inoperative, not started within a month, cannot start, registrable with the department of motor vehicles but not currently registered, subject of complaint, used as a sleeping place, unfinished or unpainted appearance in whole or part (such as primed areas), flat tires, no tires, leaking fluids, noisy to the point of complaints, smoking, emitting odors, missing parts, not apparently roadworthy.

- (i) Park is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism, towing or any cause whatsoever, related to vehicles parked on the Park premises. Improperly parked vehicles may be towed at vehicle owner's risk and expense.
 - (ii) Vehicles parked in the same space for 96 hours will be presumed to be stored, and may be towed, unless other arrangements are made with Park Management, in writing in advance. Homeowner hereby gives the Park the express permission to tow, at Homeowner's expense, any of Homeowner's vehicles; which are parked or stored anywhere (including Homeowner's space) in the Park in violation of law, this lease or the Park's Rules and Regulations. Homeowner specifically waives any injury or damage to any owned or guest's vehicle while it is being towed.
 - (iii) In the event that Homeowner's vehicle poses a danger to others, such as parking on the Park's streets, no prior notice is required prior to towing. Owner may refuse admittance to the park of any vehicle that does not comply with the law, this lease or the Park's Rules and Regulations, and remove it in accordance with the law.
- c. Where utilities are supplied by a public utility Owner has no control or responsibility for utilities. Homeowner therefore agrees to indemnify and hold owner, Management and all of their employees agents and representatives harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability by reason of any injury to persons or property as a result of use of utilities and or demand at the space in excess of the pedestal or lot rating or attempts by Homeowner to modify Homeowner's utility services.
 - d. If Homeowner does not maintain Homeowner's Mobilehome or Space as required by this Agreement and the Rules and Regulations, Owner may give Homeowner a written notice requiring Homeowner to do so within fourteen (14) days. If Homeowner does not, Owner may have this work done and charge Homeowner Owner's costs plus a reasonable fee for having the work done. Imposing charges for work may be by billing Homeowner after the work is completed or by electing another remedy. All remedies of Owner are cumulative.
 - e. If Homeowner stores or parks anything in the recreational vehicle storage area Homeowner must enter into a separate agreement with Owner with respect to that storage or parking and Homeowner will be charged for it separately. Owner is not obligated to provide the recreational vehicle storage lot and Owner may eliminate it upon sixty (60) days' written notice to any Homeowner who is using it.
 - f. Unless otherwise prohibited by law, all governmental charges and fees related to Homeowner's space and charged to the Park may be billed by Owner to Homeowner.
 - g. Homeowner agrees to pay, before delinquency, all taxes, assessments, license fees and other charges ("taxes") that are levied or assessed against Homeowner's personal property and improvements which are installed or located in or upon the Space, including Homeowner's Mobilehome and its accessory structures and equipment ("improvements"). Upon request, Homeowner agrees to furnish Owner with proof of these payments. If any taxes on Homeowner's improvements are levied against Owner or Owner's property, or if the assessed value of the Park, the Space and/or other improvements is increased by the inclusion of a value placed on Homeowner's improvements and if Owner pays the taxes on any of these improvements or the taxes based on the increased assessment due to these improvements, Homeowner agrees, at Owner's request, to immediately reimburse Owner for the taxes levied against Owner or the proportion of the taxes resulting from the increase in Owner's assessment. Owner has the right to pay these taxes regardless of the validity of the levy or assessment. Homeowner may contest any such tax that is levied or assessed against Homeowner's personal property and improvements. However, Homeowner is still obligated to pay such tax, before delinquency

13. AGREEMENT FOR COST-FREE ARBITRATION

- a. **Arbitration of disputes is free of charge to homeowners covered by this clause.** A dispute, claim or controversy arising out of or relating to tenancy or the breach, termination, enforcement, or meaning of this Agreement, the Rules and Regulations, other tenancy documents, and rights of tenancy, including assertion of loss, damages or injury, and the applicability of this arbitration agreement, shall be deemed a "covered dispute" (with exceptions set forth below) individually and privately decided by arbitration, in a location within 75 miles from the park, by a retired California judge as arbitrator. The judge will have the power to determine the arbitrability of a dispute. Owner will advance all arbitration costs. Homeowner may retain an attorney at its cost.
- b. The arbitration of a covered dispute shall be as per the Federal Arbitration Act, and shall be administered by JAMS or other dispute resolution organization designated by Owner per JAMS' Streamlined Arbitration Rules and Procedures, available at <https://www.jamsadr.com>

- c. A copy of the rules is in the office and available on request. To begin arbitration, the party complaining will write to JAMS or other dispute resolution organization designated by Owner with a plain simple statement of the dispute. JAMS or the other dispute resolution organization designated by Owner will set up a file, Owner will pay costs, JAMS or the other dispute resolution organization designated by Owner will administer the dispute (including arbitrator selection process, pre-meeting procedures and discovery (investigation), hearings as needed, and an award), accompanied by a reasoned decision which contains findings of fact and conclusions of law, all within 120 days after arbitrator is selected. Judgment on the award may be entered in any court with jurisdiction. Appeal through JAMS' or other dispute resolution organization's designated by Owner appeal process is allowed, at appellant's expense.
- d. This clause shall not preclude parties from seeking provisional remedies (like injunctions) in aid of arbitration from a court of appropriate jurisdiction. If any party refuses to arbitrate, a court petition may be filed for an order compelling arbitration.
- e. "Covered Disputes" Arbitration does not apply to unlawful, forcible detainer or small claims court actions (and any case in which damages sought are \$7,500.00 or less). Arbitration applies to "covered disputes": all claims of violation(s) of rights arising from tenancy, including but not limited to: the duty to maintain the Mobilehome park, utilities and improvements, facilities and amenities, rent levels, the Mobilehome Residency Law, fair housing Mobilehome Parks Act, rights under the Business and Professions Code (such as unfair business practices), Government Codes or other law, legal and regulatory compliance. All remedies available at law apply and shall be available.
- f. **Class Action Waiver:** Homeowner, on his behalf and in behalf of all his resident's, guests and invitees, hereby waives all rights to class action procedure, collective actions, and representative actions for resolution of a dispute. Owner, homeowner and all household members shall proceed with individual claims and shall not join, combine or consolidate with any other person(s) such as neighbors, homeowners, residents, or classes of persons in arbitration who assert the same or similar covered claims. There is no class action in arbitration. All parties waive and release all rights to join, proceed with, lead, represent or participate in a class action in arbitration. All parties shall have covered disputes resolved individually and privately, not as part of a class action. Homeowner waives and releases the right to join, participate in or to represent a class or sub-class of tenants, prospective lessees, residents, family members or others with any dispute against the Lessor, or its employees, agents or representatives arising out of occupation, possession, leasing or visiting the Park. Also waived are all claims and disputes consolidated, coordinated, joined, related and all multi-plaintiff claims.

14. APPEAL IS A RIGHT WHICH MAY BE SOUGHT BY EITHER SIDE AT ITS OWN EXPENSE:

- a. Any party may file an appeal after an award has become final, and then within 14 days.
- b. The Appeal Panel will consist of three neutral members, unless the Parties agree that there will be one neutral member. The case manager will recommend a panel of 3 and will make any disclosures that are mandated by applicable law regarding the candidates for the panel. If the parties do not agree on the composition of the panel within 7 calendar days of having received the recommendation for the panel, the case manager will appoint a panel.
- c. The Procedure for filing and arguing an Appeal is as per the procedure used by JAMS, as per its "Optional Arbitration Appeal Procedures" effective June 2003 (including any successor publication which shall automatically supersede this 2003 version), , a copy is available at <https://www.jamsadr.com> and a copy is maintained in the park office and is available at any time the office is open.
- d. The party appealing is responsible for costs of the appeal procedure. The letter or other writing evidencing the Appeal must specify those elements of the Award that are being Appealed and must contain a brief statement of the basis for the Appeal.
- e. After the Appeal Panel has rendered a decision, provided required Parties have paid all JAMS or other dispute resolution organization's fees designated in full, JAMS or other dispute resolution organization will issue the decision by serving copies on the Parties. Service will be deemed effective five (5) calendar days after deposited in the U.S. Mail. Upon service of the Appeal Panel decision, the Award will be final for purposes of judicial review.

This clause promotes federal policy favoring arbitration and is to be construed per *AT&T Mobility v. Concepcion*, in April of 2011. This agreement affects your rights. Consult with an attorney about the costs, benefits and convenience of arbitration.

NOTE: THIS INTERACTION IS ACKNOWLEDGED TO CONSTITUTE A MANIFESTATION OF COMMERCE WITHIN AND AMONG THE SEVERAL STATES, BY REASON OF THE MATERIALS, SUPPLIES, TRAVEL OF MANUFACTURED HOUSING, PARTS, COMPONENTS AND COMMERCE AMONG THE STATES AND ELSEWHERE, AND THE ACCUMULATION OF THE MULTIPLE EFFECTS OF IN- STATE MIGRATION FUELED BY THE ATTRACTION OF HOUSING IN CALIFORNIA. THIS CLAUSE 13 IS DEEMED ACCEPTED BY HOMEOWNER'S EXECUTION OF THIS AGREEMENT UNLESS EXPRESSLY DECLINED BY INITIALING IN THE SPACE THAT FOLLOWS: _____

NOTWITHSTANDING THE FOREGOING, IN THE EVENT HOMEOWNER ELECTS ARBITRATION ABOVE, SUCH REQUIREMENT SHALL NOT APPLY TO CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S SCREENING OF COMPLAINTS OR "MAC" (MOBILEHOME ASSISTANCE

CENTER) REFERRALS UNTIL SUCH TIME AS ACTUAL REFERRALS ARE MADE AND ACTION IS NOT DECLINED. CONSULTATION WITH A LEGAL PROFESSIONAL, PREFERABLY A LICENSED ATTORNEY, IS ADVISABLE

15. SERVICES AND IMPROVEMENTS PROVIDED:

- a. The Park's facilities are a clubhouse, exercise facility, "tennis court", playground, swimming pool, whirlpool spa and other miscellaneous facilities, equipment and conveniences located in the common areas. Owner maintains the Park's facilities in good working order and provides the services of a Park Manager. Owner also arranges for and provides trash collection and water and sewer services as provided.
- b. Homeowner agrees that Owner's responsibilities for the maintenance of Owner's facilities are as defined and limited by this Agreement. If Homeowner does not believe Owner is fulfilling these responsibilities, Homeowner must immediately give Owner a detailed written notice, so Owner has a reasonable chance to cure each identified default, failure of service, or breach. Without such notice Homeowner would be preventing mitigation of damages for which the Lessor might otherwise be responsible. All such demands are arbitrable.
- c. The Park's facilities and services are for the use of Park residents, their guests and personally invited invitees (not the general public) subject to the Rules and Regulations and other conditions of tenancy imposed by Owner from time to time. All facilities and services are subject to interruption and or temporary closure.
- d. From time to time, Owner heats and or cools the Clubhouse and exercise facility and may heat the swimming pool and the whirlpool spa. Owner does not hold either the Clubhouse, exercise facility, swimming pool or whirlpool temperatures constant. Owner may discontinue or alter Owner's pattern of heating the swimming pool or the whirlpool spa and heating and cooling the clubhouse or exercise facility without reducing Homeowner's rent or changing any of the other terms of this Agreement.
- e. Homeowner agrees that the standard of maintenance and repair of the park by Owner is the same custom and standard as applies in average Mobilehome parks similar in age, size and location (Los Angeles County). Owner may, upon the giving of a Ninety (90) day notice, amend, delete, add or modify any of the services or facilities provided. In such case, there will be no commensurate reduction, offset, reduction, or deduction in rents or other charges. On request, Owner shall meet and consult with Homeowner as provided by the Mobilehome Residency Law. Any dispute regarding performance of this paragraph shall be subject to arbitration per the Federal Arbitration Act set forth in this Agreement if applicable.
- f. Civil Code §798.15 provides, in effect, that with respect to a sudden or unforeseeable breakdown or deterioration of the facilities, equipment, and other improvements, Owner shall have a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration and bring the facilities, equipment, or other improvements into good working order and condition after Owner knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition and shall not exceed Thirty (30) days in any other case except where exigent circumstances justify additional delay.
- g. Homeowner acknowledges and agrees that from time to time, Owner's utility systems and facilities and improvements may be interrupted, replaced, or become inoperative. Such occurrences are inevitable and expected from time to time;: (1) Owner shall be neither liable nor held responsible for reasonable efforts to reinstate or effect repairs; (2) Homeowner will cooperate and remain patient while remediation efforts are made; (3) breakdowns may occur for reasons other than a sudden or unforeseeable breakdown or deterioration; (4) Owner is in no manner responsible for occurrences beyond Owner's control, including; but not limited to, the interruption or failure of any serving utility over whom Owner has no control; the condition, taste, color or smell of Owner's water if it is delivered to Homeowner in substantially the same condition as that which Owner receives from the supplier of the water; (5) sewer backups, interruptions in sewer service, failures or impaired service caused by deliberate sabotage or natural occurrences; (6) the negligence of Homeowner or other persons, the failure of any equipment in Homeowner's Mobilehome or others' Mobilehomes, or failures or other interruptions in utility services which occur on Homeowner's side of utility connections. To the extent lawfully permissible, Homeowner releases, acquits and forgives Owner from all claims in respect to losses, damages and annoyances, inconvenience or damages.
- h. **ELECTRICAL SERVICE AND OTHER UTILITIES:** Electrical service is supplied by Southern California Edison and gas service to the Space is supplied by Southern California Gas Company. Water to the Space is supplied by Owner from water supplied to Owner by the Las Virgenes Municipal Water District (LVMWD). Sewer lines to the Space are provided by Owner and sewerage is discharged into sewer mains operated by LVMWD. Homeowner is responsible for ensuring that the maximum utility load requirements of Homeowner's Mobilehome, its equipment and appurtenances are compatible with the utility service at Homeowner's Space. Owner shall have no liability or responsibility to Homeowner if the available utility service is inadequate or incompatible
- i. Any prevention, delay, or stoppage due to strikes, walkouts, or other labor disputes, Acts of God, inability to obtain labor or materials or reasonable substitutes for them, Governmental restrictions, regulations or controls, judicial orders, fire/flood or other natural disaster or casualty, breakage, repairs, root infiltration of sewer lines, water lines, walks or roadways and other causes beyond Owner's reasonable control, will excuse Owner's providing any services, or facilities (including utilities) to Homeowner for a time period equal to the delay. Homeowner will remain responsible, without abatement or reduction, for the rent, pass-throughs, and other charges to be paid by Homeowner in accordance with this Agreement.

- j. Owner will use reasonable efforts to reinstate or repair any services or facilities, including utilities, which have been interrupted. Owner will not be liable to Homeowner or others, under any circumstances, for any loss or injury to property or persons because of a failure to furnish any services or facilities (including utilities) during a period of interruption irrespective of its cause.

16. SAFETY AND CHANGES:

- a. Owner makes no representations or warranties to Homeowner that the Park is secure from attacks upon persons or property or from theft or other criminal acts which may be perpetrated against Homeowner, Homeowner's guests or Homeowner's property.
- b. Owner may change from, time to time, Owner's Rules and Regulations or other residency documents, Owner's facilities, Owner's standards of maintenance, service, equipment, and improvements without reducing the rent or changing any other part of this Agreement.

17. INCORPORATED DOCUMENTS AND CONFLICTS: Homeowner agrees Homeowner has received, read and understood a copy of: this, Agreement; the Mobilehome Residency Law which is effective as of January 1st of the year in which Homeowner signed this Agreement; Owner's most current Rules and Regulations (including reading the signs posted in the common areas) which Homeowner agrees are effective immediately and RV Storage Agreement, if applicable. The above listed documents are hereby incorporated into and made a part of this Agreement. Homeowner understands that by signing this Agreement Homeowner is bound by all of the terms and conditions of these documents and signs, including as they may be revised from time to time. In the event of any conflicts between the terms and provisions of this Agreement and the terms and provisions of Owner's Rules and Regulations as revised from time to time, or any of the other incorporated documents the terms and provisions of that document which provides, in Owner's opinion, the greatest rights for Owner as owner of the Park shall control and be applicable.

18. COMPLIANCE WITH LAW AND RULES AND REGULATIONS: Homeowner agrees to comply with all applicable laws, ordinances, Rules, Regulations and all terms of this Agreement, the Rules and Regulations, and all terms contained in any document referred to in this Agreement, as they may be changed.

19. ASSIGNMENT, SUBLEASING PROHIBITED.

- a. No Subleasing: Subleasing is prohibited except as provided by the Rules and Regulations. Homeowner is permitted to sublease if a medical emergency or treatment requires Homeowner to be absent from the Mobilehome as confirmed in writing by a physician and in accordance with all other requirements set forth in the rules and regulations. Any attempted and unauthorized subleasing of the homesite is void. Homeowners shall not otherwise sublease, sublet or otherwise rent all or any portion of the leased space. There is no power and no right to sublease the space. "Sublease" is defined as an "underlease" which is, as per Black's Law Dictionary, "a lease granted by one who is himself a lessee for years, for any fewer or less number of years than he himself holds." Since a tenancy is not terminable except under Civ C §798.55(b), the leasing of the space is a "sublease" and is prohibited. Assignment of the entire leasehold interest requires approval of a new tenancy application by the proposed Mobilehome buyer. An authorized sublessee has no tenancy rights (as defined by Civ C §798.12) and no Homeowner status (as defined by Civ C §798.9). Any sublease or attempt to sublease the space inconsistent with this paragraph or the Park rules is void. Any previous authorization for subleasing is revocable; subleasing allowances may be prohibited by rule amendments per Civ C §798.25 based on any change in law. Rancho Santa Paula Mobilehome Park, Ltd. v. Evans (1994) 26 Cal.App.4th 1139 shall not apply.
- b. Park managers have no authority to allow an exception for subleasing, house-watching, care-taking or other allowance for third party occupation of the homesite.
- c. Owner occupation requirement. Owner-occupied status is a requirement of contract for many requirements of "owner-occupied" retail financing and lending. "Owner-occupation" mandates a prohibition on all forms of subleasing. This prohibition against subleasing includes all manner of possession by other than the lessee/homeowner, including gratuitous or for profit, vacation rental, informal house-sitting, any possession by a person other than lessee/homeowner. There is no power and no right to sublease. The no sublease covenant supersedes any term of tenancy to the contrary. Any dispute regarding "owner-occupation" of the premises shall be subject to arbitration per the Federal Arbitration Act, if applicable.

20. ZONING AND USE PERMIT INFORMATION: The Park is operated as a Mobilehome Park pursuant to the City of Calabasas Ordinance 92-24, "Permanent Mobile Home Park zoning." In the event of a change in this zoning which would not permit the continued operation of the Park as a Mobilehome Park Homeowner's tenancy and this Agreement will terminate on the effective date of any such change. The permits under which the Park operates are not subject to expiration or renewal. The Park is not located on land which Owner leases from someone else, but Owner does have the option to enter into such a lease at any time in the future. If Owner exercises this option, Owner will notify Homeowner of the expiration date of the land lease.

21. TRANSFER OF PARK'S INTEREST: If Owner, leases, sells or transfers Owner's interest in the Park Homeowner will continue to be obligated under this Agreement and Owner will be automatically relieved of Owner's obligations under this Agreement which occur after the date of the transfer of Owner's obligations hereunder whether by lease, sale, transfer or otherwise.

22. NON WAIVER:

- a. If Homeowner fails to meet any of Homeowner's obligations under this Agreement, a delay or omission by Owner in exercising any right or remedy Owner has because of Homeowner's default will not impair any of Owner's rights or remedies against Homeowner, nor will it be considered a waiver by Owner of any right or remedy. No waiver by Owner of Owner's right to enforce any provision of this Agreement after any default on Homeowner's part will be effective unless it is made in writing and signed by us, nor will it be considered a waiver of Owner's rights to enforce each and every provision of this Agreement upon any further or other default on Homeowner's part. Owner's acceptance of rent will also not be a waiver of any breach by Homeowner of any term or provision of this Agreement, including the Rules and Regulations or any term or provision of this Agreement or contained in any document referred to in this Agreement.
- b. Any delay, omission, or mistake by Owner in exercising any right to make any of the rent increases allowed by this Agreement and other provisions of this Agreement will not impair any of Owner's rights nor be considered to be a waiver, release or estoppel. Instead, Owner may, at any time, correct Owner's delay, omission, or mistake and collect from Homeowner the full increase retroactive to the date Owner could have first collected it from Homeowner. This covenant applies though Owner may have accepted previous payment or payments in an amount less than owed to Owner. Examples include: Owner's failure to send a rent increase notice Ninety (90) days in advance of Homeowner's anniversary date. Although Homeowner will still be entitled to a Ninety (90) day notice, Owner may send that notice at a later date and retroactively collect the full amount of the increase to Homeowner's anniversary date. Or, because of a miscalculation or clerical error, Owner did not charge Homeowner the full amount of an increase to which the Owner is entitled. When discovered, Owner may serve or re-serve a corrected notice and retroactively collect from Homeowner the full amount of the increase.

23. ATTORNEY'S FEES: Attorney's fees and costs shall not be awarded except as required by statute, including the MRL and other laws if attorney's fees cannot be released or waived, and in no other disputes. Each side shall bear its own attorney's fees and costs in all such other disputes, claims, suits and legal actions.

24. HEADINGS AND FORMATTING: The titles of the paragraphs and subparagraphs in this Agreement or in other documents are only for convenience and under no circumstances are they to be considered as any part of this Agreement. Homeowner agrees that this Agreement is to be considered a typed, not printed document, so that any legal requirements regarding printed documents are not applicable.

25. ALTERATION OF THIS AGREEMENT: This Agreement may be changed only as allowed for or provided for by this Agreement or by a written agreement signed by Homeowner and Owner, or, as per operation of law for, e.g., lawfully permissible and allowable notices, amendments, as unilaterally given by management such as rule amendments, rent adjustments, changes in services, facilities and improvements, etc. This Agreement will be construed and interpreted as though both Owner and Homeowner had written it together, not as if it had been written by Owner alone.

26. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT: Homeowner's rights under this Agreement, including any holdover tenancy, shall be and are subordinated at all times to the present or future declarations, restrictions, notes, and all present or future ground leases affecting the real estate or any part of it on which the Space or Park is situated. Homeowner agrees to execute any further instruments required by Owner with respect to such subordination and Homeowner hereby irrevocably appoints Owner as Homeowner's attorney in fact to execute and deliver such instruments in Homeowner's name. Additionally, this Agreement shall be subject and subordinate to any and all present and future liens and encumbrances without the necessity of the execution and delivery of any further document on Homeowner's part to effectuate such subordination. In the event of any judicial or nonjudicial action or proceeding to foreclose any such mortgage, trust deed, lien or encumbrance, this Agreement shall not be terminated, nor shall Homeowner be joined as a defendant or disturbed in Homeowner's possession of the Space or in the enjoyment of Homeowner's rights under this Agreement, so long as the Homeowner is not in default in the payment of rent or other charges or in the performance of any of any of the other terms, covenants or conditions of this Agreement, beyond any applicable cure period. Homeowner shall attorn to and recognize any purchaser of the Space or the Park at a foreclosure sale or by deed in lieu of foreclosure, any transferee thereof, and each of their successors and assigns, as Homeowner's landlord, and this Agreement shall continue in full force and effect for the balance of the term remaining or any extension or renewal thereof, upon and subject to all terms, covenants and conditions of this Agreement.

27. OBLIGATIONS OF LESSEE WITH RESPECT TO NO RECORDING AND NOT ALLOWING ANY LIENS: LESSEE shall not allow any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal, of or for the Mobilehome or space, to be enforced against Lessor, and liens, claims, and demands must be satisfied before any action is brought to enforce them. No Recordation: This Agreement shall not be recorded by Lessee. Lessee shall not record any homestead against the title to the park property, nor allow any mechanic's lien, materialman's lien or other lien to be filed against the park property. Litigation Liens are Forbidden: Homeowner shall file NO lis pendens (a claim notice recorded against title to the park property regarding a lawsuit). If any of such liens as described in this paragraph is filed, Homeowner shall immediately cause it to be removed and indemnify and defend Lessor from and against such lien(s). Removal of Liens by Lessee: Should any lien, demand or claim be filed, Lessee shall cause it to be immediately removed. In the event Lessee, in good faith, desires to contest such lien, demand or claim, he may do so, but in such case Lessee agrees to and shall indemnify and save Lessor harmless from any and all liability for damages, including reasonable attorneys' fees and costs, resulting therefrom and agrees to and shall, in the event of a judgment of foreclosure on said lien, cause the same to be satisfied, discharged and removed prior to execution of the judgment. Removal of Liens by Lessor: Should Lessee fail to discharge any such lien or furnish bond against the foreclosure thereof, Lessor may, but shall not be obligated to, discharge the same or take such other action as it deems necessary to prevent a judgment of foreclosure on said lien from being executed against the property, and all

costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Lessor in connection therewith, shall be repaid by Lessee to Lessor on written demand.

28. TENANCY CONTINUATION: If tenancy continues as per Civ C § 798.55(b) after the limited term of this Agreement has past, Homeowner may be offered a further agreement to govern tenancy thereafter. If Homeowner declines and does not sign for an acceptance of the supplemental tenancy provisions for the remainder of Homeowner's tenancy, witnessed by execution of new supplemental offers, tenancy will then continue, unabated and uninterrupted, pursuant to the MRL, and for the life of tenant and successors (contractual and statutory) per Civ C § 798.55(b), until reversion, subject to Civ C § 798.56, payable by the month, and subject to MRL protections and entitlements (including Civ C § 798.30). All other terms of this agreement will continue to apply to Homeowner to the extent legally enforceable and permissible which are not inconsistent with this paragraph in such case. Owner may also increase the rent or charges Homeowner pays or change any other terms of this Agreement upon ninety (90) days' written notice to Homeowner., Owner may, however further, increase the rent or charges or change any other terms of this Agreement upon written notice given at least 120 days prior to the expiration of the Term, as a rental market correction. The amount of such adjustment shall be billed before expiration of the Term as the last rental rate charged under this Agreement. The amount of the adjustment to monthly rent shall be up to and including the amount of adjustment to rents that applies on Sale of the Mobilehome, or twenty-five percent (25%) of the then- charged monthly rent whichever is higher, or the amount of market rental rate, and such adjustment shall become effective on 90 days written notice. If Owner elects to defer collection thereof, Owner may do so without prejudice to its right to do so subsequently. The parties may also negotiate for an extension hereof or for modifications of the final market rental correction if mutually agreeable.

29. COUNTERPARTS: This Agreement may be signed in duplicate copies, each of which shall be considered an original, but all of which taken together will be one and the same document.

30. EXHIBITS: Each exhibit, schedule or other document referred to in this Agreement is attached or enclosed and incorporated in this Agreement by this reference.

31. USE AND OCCUPANCY:

- a. At all times one of the persons listed on the last page of this Agreement must be the "registered" owner of the Mobilehome, and that person must regularly occupy the Mobilehome, and it must also be their primary residence. All buyers/transferees/assignees and all other new residents over the age of eighteen (18) must all be the "registered" owner of the Mobilehome, and all must regularly occupy the Mobilehome as their primary residence unless Owner, at Owner's sole option, consents otherwise. Homeowner agrees that the information Homeowner has provided to Owner regarding Homeowner, other members of Homeowner's household and Homeowner's Mobilehome is true and correct. Homeowner also agrees to promptly notify us, in writing, of any change in this information.

Please refer to the Rules and Regulations for further clarification of Homeowner's use and occupancy of the Mobilehome and Space. Owner, or someone Owner designates, may conduct a Mobilehome sales business in the Park. The Rules and Regulations are incorporated by reference at this point.

- b. No persons other than those listed on the signature pages of this Agreement or listed on any subsequent document assigning this Agreement to another party and Homeowner's guests, may reside at the Space without Owner's prior written consent.
- c. Homeowner's Mobilehome and Space are intended for use as a private residence. Any proposed business activity by Homeowner must be approved, in writing, in advance by us. Such approval may be withheld without further justification unless and until a business license is issued by the City of Calabasas. If no such license is required, consent of adjacent homeowners within 200 feet of the space must be obtained on a form approved in advance by the management in writing. Homeowner's Mobilehome and homesite may not be used for any business or commercial activity which would result in the residential nature of the Park being changed or disturbed. Home occupation ordinances of the City of Calabasas are deemed incorporated herein by this reference including any required business licenses or permits for the operation of a home occupation or business. A business which would result in: (1) customers of Homeowner coming into the Park on a frequent basis so that traffic or a parking problem are created; (2) the operation of noisy equipment or materials being stored on the Space, noxious fumes, smoke, odors, deliveries, storage of boxes, cartons and materials or creation of other nuisance; (3) a sign on or about Homeowner's Mobilehome or (4) the law or one of Owner's other Rules and Regulations or conditions of tenancy being violated will not be approved and is not permitted. Any business activity involving the leasing, subleasing, sale or exchange of Mobilehomes is not permitted.
- d. Homeowner agrees not to abandon Homeowner's Mobilehome or the Space so long as this Agreement or any renewal or extension of this Agreement is in effect.

32. INSPECTION: By signing this Agreement, or accepting an assignment of it, Homeowner agrees Homeowner has carefully inspected the Space Homeowner is renting and all of Owner's services, improvements and facilities and Homeowner has found them to be safe and as represented by Owner to Homeowner, either orally or in writing, and Homeowner accepts them as they are. To the extent that Homeowner has found such services, improvements and facilities not to be safe or not to be as represented by Owner to Homeowner, either orally or in writing, Homeowner nonetheless agrees to accept them in their current operative condition.

33. ESTOPPEL CERTIFICATE: Homeowner shall, on Owner's request, sign and deliver to Owner a written statement certifying: (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that they are in full force and effect as modified); (b) the dates to which the rent and other charges have been paid;(c) the term of

this Agreement; (d) the amount of any security deposit held by Owner; (e) that Owner is not in default nor has Owner been in default in the past under any provision of this Agreement or any laws or regulations affecting Owner's obligations; and (f) to any other matters as may be reasonably requested by us. Any such statement may be relied on by Owner or any person Owner gives it to. Homeowner will be in default of this Agreement if Homeowner fails to do the above within ten (10) days of Homeowner's receipt of a written request for such statement(s). Owner may, at Owner's option, treat Homeowner's failure to sign and deliver this document to Owner as Homeowner's agreement to the information Owner requested and that Owner is not in default nor has Owner been, in the past, under any provision of this Agreement or any laws, or regulations affecting Owner's obligations to Homeowner.

34. ENFORCEMENT OF CONDITIONS OF TENANCY: Homeowner agrees that the enforcement of this Agreement, the Rules and Regulations and the provisions of other documents and conditions of tenancy are a private matter between Owner, Homeowner and each resident of the Mobilehome on an individual basis and the enforcement or the lack thereof by Owner with regard to any resident shall not result in any damage or injury to, or claim by Homeowner.

- a. Homeowner agrees that it is not a third party beneficiary of any agreement between Owner and any other Homeowner or person[s]. The environment of the Park will be consistent with that of a normal single-family residential housing development with a similar population makeup. Consequently, Owner is not obligated to attempt to enforce conditions of tenancy to provide a living environment which is free from noise or the other normal disturbances and activities which would be expected under similar circumstances.
- b. Additionally, with regard to the enforcement of the Rules and Regulations and other conditions of tenancy, Homeowner agrees that it is Homeowner's responsibility to first attempt to reach a reasonable resolution of any problems or complaints Homeowner may have with other Homeowners or members of their household or their guests before Owner is asked to take any action.
- c. In many instances, it may be impossible or impractical to enforce Rules and Regulations and the terms of this Agreement as to other tenants, because, for example, Owner's legal advisors conclude that judicial willingness to enforce certain rules may not be reasonably certain, the severity of the violation warrants no enforcement activity, and due to other practical and legal reasons. Because of these and other similar considerations, Homeowner agrees that by freely deciding to establish tenancy in the Park and continuing tenancy, Owner will not be liable for typical and routine disturbances commonly foreseeable, nor liable for inconsistent or lack of enforcement. Should Management seek an injunction against the Homeowner. Homeowner agrees that irreparable harm and the lack of adequate legal remedy exists and need not be proved, established, or evidence thereof proffered.
- d. Accordingly, Homeowner, as a courtesy to others, shall not permit a condition, or maintain or permit to be maintained a condition on the Homesite which may cause an increase in the rate of Owner's insurance nor increase any of Owner's costs of maintenance and repair or in any way increase the risk of damage to the Homesite or other homesites, common area or land.

35. MAINTENANCE OF IMPROVEMENTS: Homeowner is specifically responsible for: (a) the maintenance and trimming of trees on the space except as otherwise specified by the MRL; and, (b) limiting the growth of trees on Homeowner's Space to the physical area of Homeowner's Space. Homeowner is financially responsible for insuring at all times that the Mobilehome, Space, and their improvements comply with all local, state and federal laws and regulations. The preceding includes without limitation such things as: insuring that the drainage is sufficient to prevent water from accumulating on Homeowner's homesite or under hillside so it adversely affects other homesites or Owner's property; that all required setbacks Homeowner's Mobilehome or running off and lot line requirements are met and that there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained. The only exception to this paragraph is any of the Park's utility systems on Homeowner's homesite which are owned by Owner or a utility company so that Owner or they are responsible for them. Management shall be responsible for the remediation or removal of trees not subject to any preservation ordinance, which may damage property.

36. MODIFICATION FOR LENDER: If, in connection with Owner's obtaining financing where Owner uses the Park as security, if a lender requests reasonable changes in this Agreement as a condition to such financing, Homeowner agrees to promptly consent to those changes if they do not increase Homeowner's obligations under this Agreement or materially adversely affect Homeowner.

37. GUESTS AND ADDITIONAL RESIDENTS: A "guest" is defined under the "Definitions" section of this Agreement. Except as the MRL provides, a guest or guests staying beyond the consecutive twenty (20) day and total calendar year occupation of thirty (30) day periods may, at Owner's option, be charged a daily rate equal to one-half of tenancy value measured as follows: Monthly rent, divided by Two (2); then by Thirty (30) days (the contract value of daily [per diem] occupancy for a two (2) person household). If at any time during the Term Homeowner and any other person who originally signed this Agreement move from the Park and the new occupant(s) whom Owner approved to live with Homeowner in the Mobilehome remains, this change shall be deemed a "Sale" of the Mobilehome or assignment of the Space to the remaining occupant(s) who is required to:

- 1) Apply for and qualify for tenancy;
- 2) Attain entitlement to an offer of assignment;
- 3) Establish a Mobilehome tenancy;
- 4) Be offered and execute a new Lease or Assignment of this Agreement at the option of the Owner, and

Acceptance of rents during the qualification process shall be acknowledged in writing by the applicant as not establishing a rental contract: including a landlord-tenant relationship, right to tenancy or Mobilehome tenancy. All rent increases provided for or allowed by this Agreement will be immediately applicable and effective as to that remaining Occupant.

Additional Homeowners, Residents: No additional homeowners may be added to this Agreement. A new application and new approval of tenancy is required for any change of parties obligated to pay rent and perform the duties of this Agreement.

38. LIMITATION OF OWNER'S LIABILITY INDEMNIFICATION:

a. NOTHING IN THIS AGREEMENT IS INTENDED TO CREATE ANY LIABILITY ON OWNER'S PART OR ANY DUTY OF CARE UPON OWNER OTHER THAN THAT WHICH IS IMPOSED UPON OWNER BY LAW. THIS PARAGRAPH IS NOT AN EXCULPATORY CLAUSE OF ANY LEGALLY IMPOSED DUTY OF CARE UPON US, OR A DISCLAIMER OR RELEASE OF LIABILITY TO OTHER THAN THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL NOT BE OTHERWISE CONSTRUED OR INTERPRETED.

- (i) Release of Core Tenancy Functions: are those duties of the Owner which pertain to habitability and residency of the homesite, including available area on the leased premises for installation of a Mobilehome, delivery of services to the leased premises as defined in this agreement, and the covenant of quiet enjoyment. Owner is not liable for and is hereby released from any accident, injury, damage, loss, expense or other liability, of any kind, to the person or property of Homeowner and other occupants or invitees of Homeowner or other persons caused: (a) by any use of or presence on the homesite; (b) by any defect in the services or improvements provided; or (c) arising from any other cause, inclusive of all "core" tenancy duties (those part of the covenant of habitability). Further, Owner shall not be liable for any accident, injury or damage to, or loss of, personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rainstorms, smoke, explosions, or other causes whatsoever. Excepted from the release in this ¶ "38 (i)." is any accident, injury, damage, loss, expense or other liability proximately resulting from Owner's negligence or willful misconduct in respect to a core tenancy function. This paragraph is intended to be a full and complete release of liability to the fullest extent allowed by California law.
- (ii) Non-Core Tenancy Functions: are those duties of the Owner which pertain to the maintenance and operation of common area and recreational services, facilities, amenities and improvements. Included are all recreational facilities and areas, walking paths, roads, streets, and surfaces; common area buildings, equipment, appliances and furnishings ("non-essential facilities"). Owner is not liable and is hereby released from any accident, injury, damage, loss, expense or other liability, of any kind, to the person or property of Homeowner and other occupants or invitees of Homeowner or other persons, caused or occurring in or by "non-essential facilities," whether resulting from maintenance, operation, defects, disrepair or gross negligence. This release paragraph in ¶ 38 means that Homeowner and all other occupants and invitees shall proceed at their peril with respect to the use of all non-essential facilities.
- (iii) Indemnification: Homeowner shall indemnify and hold Owner harmless from and against any and all claims for any accident, injury, damage, loss, expense or other liability, of any kind, to the person or property of Homeowner and other occupants or invitees of Homeowner or other persons caused by, or arising from, use of, or presence upon or about, the leased premises or non-essential facilities, caused by any of the following: use or occupancy of the leased premises or non-essential facilities, any pet kept by Homeowner, any invitee or guest, any activity, work, repairs, whether permitted or suffered by Homeowner upon or about the leased premises, or any acts and omissions of Homeowner or other occupants and invitees. Homeowner therefore agrees to indemnify and hold Owner harmless from all injury, damage, loss, expense or other liability, of any kind, suffered by Homeowner or other occupants or invitees, while in the Park. Excepted from this indemnification duty are acts and omissions of Owner for which exculpation is not legally permitted by public policy restrictions of California law in respect to core tenancy functions. This paragraph is intended to be a full and complete indemnification of Owner to the fullest extent allowed by California law.
- (iv) Interpretation: This section entitled "Release of Liability" shall be construed to the fullest extent of the law in accordance with *Lewis Operating Corporation v. Superior Court of Riverside County*, 200 Cal.App.4th 940, 132 Cal.Rptr.3d 849 (2011).
- (v) Parties in Good Standing: Each of the parties, Owner and Homeowner, are in good standing as of the date of the execution of this Agreement. This representation is acknowledged as a true and correct recital. Homeowner acknowledges and agrees to release all claims for injury, damage, loss or expense to Homeowner and other occupants (whether known or unknown, foreseen or unforeseen) that they have or may have or had against Owner and all agents, employees and representatives of owner, and accordingly waive the application of Civ C § 1542, which all parties have read and understood:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY

HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

- (vi) Unknown Claims: Homeowner understands and acknowledges that the significance and consequences of this waiver of Civ C § 1542 is that even if Homeowner should eventually suffer additional damage arising out of any existing condition or act or omission, whether negligent or deliberate or any inaction of those released above, those injuries or damages would be waived by their signature(s) on this Agreement. Furthermore, Homeowner acknowledges that this release includes claims for damages not known to exist, and which, if known, would affect Homeowner’s decision to execute this release.

39. RECREATIONAL AND COMMON AREA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (SUPPLEMENTAL TO NON-CORE TENANCY DUTIES):

- a. Homeowner agrees that Homeowner understands and fully appreciates the potential danger of injuries and damages which can occur with respect to the use and operation of the laundry room, exercise equipment, swimming pool and/or spa, playgrounds and other recreational facilities, adjacent areas and facilities and other common areas of the Park. Homeowner also understands and fully appreciates that, if Owner provided exercise instructors, lifeguards or other supervision in and about the recreational facilities or other common areas, the increased expense would necessarily cause related increases in rent. Therefore, in consideration for the Park's forbearance from raising rents to cover the expense of exercise instructors, lifeguards or other supervision in and about the Park's recreational facilities and other common areas, and in consideration of Homeowner’s being permitted to use and enjoy the recreational facilities and other common areas of the Park, Homeowner, ON BEHALF OF HOMEOWNER’S SELF AND HOMEOWNER’S SPOUSE, HOMEOWNER’S CHILDREN, OTHER MEMBERS OF HOMEOWNER’S HOUSEHOLD (COLLECTIVELY “MEMBERS OF HOMEOWNER’S FAMILY”), AND HOMEOWNER’S GUESTS HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PARK AND ITS OWNERS, operators , employees, agents and representatives from all liability for any loss, injury or damage on account of injury resulting from the use of the clubhouse, laundry room, exercise equipment, swimming pool and/or spa, playgrounds or other recreational facilities, or their adjacent areas and facilities, for other common areas of the Park by Homeowner’s self, members of Homeowner’s family or Homeowner’s guests, including any loss, Injury, or damage caused by the negligence of the Park or its Owners, operators, employees, agents, and representatives.
- b. These agreements are intended as a full and complete release as to any and all claims resulting from the use of the exercise facilities (including the “tennis court”), pool and/or spa, playgrounds other recreation areas, or their adjacent areas or facilities or other common areas of the Park, notwithstanding Civ C §1542, which provides that: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor, and Homeowner, members of Homeowner’s family and Homeowner’s guests do hereby release and Indemnify and hold harmless the Park, its owners, operators, employees, agents and representatives from any and all such claims in the future.
- c. HOMEOWNER ALSO AGREES ON BEHALF OF HOMEOWNER’S SPOUSE, CHILDREN, OTHER MEMBERS OF HOMEOWNER’S FAMILY, HOUSEHOLD OCCUPANTS AND GUESTS TO HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, LOSS OR DAMAGE resulting from the use of the clubhouse, laundry room, exercise room or equipment, swimming pool, whirlpool spa, sauna, playgrounds or other recreational facilities (including the “tennis court”), or their adjacent areas and facilities or other common areas of the Park, even if such bodily injury, loss or damage is due to the negligence of owner including its employees, agents and representatives. All disputes which arise from this paragraph concerning damage or injury in the Park are subject to the arbitration provisions of this agreement, if applicable.

40. ACKNOWLEDGMENT OF BENEFITS TO HOMEOWNER OF THIS AGREEMENT:

- a. Homeowner has not been compelled by Owner to live in Owner’s Park or purchase any Mobilehome. Homeowner has voluntarily signed this Agreement or voluntarily accepted an Assignment of it. Homeowner agrees that the rent and other terms of this Agreement are fair and reasonable, that Homeowner has been given the option to negotiate changes of this Agreement and that Homeowner will comply with all of the terms of this Agreement. Homeowner also agrees that this Agreement is binding on Homeowner and all other present and future members of Homeowner’s household and others who may live with Homeowner even though they may not have signed this Agreement, or a document related to this Agreement. Homeowner agrees to advise all such persons of the preceding and further agrees (except for guests and others specifically allowed by Civ C § 798§798.34) not to allow any adult to reside with Homeowner who has not agreed to be bound as a resident of his or her household by this Agreement and, executed a copy of it. Homeowner also agrees to indemnify and hold Owner harmless from any injury, loss or expense, including attorneys' fees and costs which Owner may incur if any these other persons assert they are not bound by this Agreement.
- b. Homeowner agrees that Homeowner is receiving many important benefits from this Agreement, including peace of mind because of the long-term rent stability and knowledge of how Homeowner’s rent increases will be calculated in the future and Homeowner’s ability to terminate this Agreement without any liability to Owner by removing Homeowner’s Mobilehome and personalty from the Park and allowing control of the space to revert to Owner.
- c. Homeowner agrees Owner has made a number of concessions and agreements in this Agreement regarding rent and other things of importance and benefit to both Homeowner and the future residents of Homeowner’s Space

which Owner is not required to do. Homeowner also agrees Owner has taken this action with the understanding and agreement that, this Agreement (or another rental or lease agreement acceptable to us) will be signed by Homeowner and will apply to the Space which is being leased from Owner for the entire term of this Agreement. This will be true even though the person(s) who originally signed this Agreement or the person(s) to whom this Agreement was later assigned, sells the Mobilehome to someone else or ceases to live in the Park. Both the person(s) who originally signed this Agreement and all persons to whom it was assigned agree that they will not do or fail to do anything which may have the effect of preventing this Agreement from applying to their Space for the entire term of this Agreement.

41. RESTRICTIONS ON RENT: If any ordinance, statute, rule, regulation or initiative measure is adopted by the State of California, the City of Calabasas, its successors or any local governmental entity which establishes the maximum amount the Owner may charge Homeowner for rent, and this Agreement is not exempt from said statute, rule, regulation or initiative measure, then, effective as of the day before the effective date of the change in the law, the rent to be paid by the Homeowner per this Agreement will be as follows: The rent will be the higher of:

- a. the rent allowed by the ordinance, statute, rule, regulation or initiative measure adopted by the State of California the City of Calabasas, its successor or any governmental entity which establishes the maximum amount that Owner may charge Homeowner for rent; or
- b. the maximum amount allowed for each Homesite pursuant to RENT LIMITS ON SPACES (III C) then in effect;
- c. plus, all pass-throughs and other charges called for by this Agreement as of the date the change in the law is adopted.

This rent also remains subject to all of the other rent and pass-through provisions of this Agreement. The CPI which will be used for calculating the above rent is the Consumer Price Index, All Urban Consumers or Urban Wage Earners for Los Angeles—Long Beach—Anaheim noted in ¶ C1 of this Agreement. If for any reason the CPI ceases to be published Owner will use the most similar alternative index that is available. If the formula by which the CPI was calculated during 2017 - 2018 is changed Owner may, at Owner's option, use a formula which in Owner's opinion closely approximates the calculation of the CPI before the change in the formula and or reflects the rate of inflation for Los Angeles County.

42. LOT LINES AND EASEMENTS: Lot lines "float" (may change, move, relocate, shift) at any time in accordance with legal procedure, for purposes of assuring adequate set-backs, separation and distances and from other Mobilehomes, structures and slopes. Lot lines are subject to change at the discretion of Management. Minimum set-back clearance required by the Rules and Regulations is: four (4) feet minimum. Greater set-back distances may apply in some locations as prescribed by Mobilehome Parks Act (Health and Safety Code §§ 18200-18700) ("MPA") implemented by California Code of Regulations, Title 25, Chapter 2 (Mobilehome Parks and Installations), Articles 1-11.

- a. "Floating Lot Line Markers" refers to visible markers prescribed by the MPA which reflect lot terminus points for set-back measurement (currently four (4) foot set-backs are required). The lot line markers are described as "floating" because the lot lines may be re-adjusted, corrected, re-established or modified as specified by Management. Such changes shall be in accordance with and as authorized by law and or regulation. Changes or modifications to lot lines will affect lot size, and either increase or decrease lot size. Homeowner shall maintain the lot line markers and report any loss or destruction of a lot line marker; Homeowner shall replace, and then maintain any replacement marker. Adjustment to the Space dimensions is a right and duty of tenancy; not a cause for a change in rent. The lot line markers are "floating" because the nature thereof is indefinite and inchoate, such that all lot lines remain subject to change as a right and corresponding duty of the Mobilehome tenancy.
- b. "Set-back" refers to minimum: (i) four (4) foot clearances of Mobilehomes and other structures from lot lines, including separation and distances between and from other Mobilehomes and structures; and, (ii) up to ten (10) feet from a slope terminus. Minimum set-back distances set the enforceable expectations of the Owner and Homeowner for lot size.
- c. "Useable Area" refers to the flat area of the lot on which a Mobilehome or other structure may be sited. "Useable area" may be less than the total lot area because it is limited to the flat portion of the Space. Further, slope terminus may further restrict "useable area." For example, where the flat portion of the Space ends or "terminates" at the edge of a slope (slope terminus), an additional set-back of up to ten (10) feet from that slope terminus may be required, in the sole and absolute discretion of the Management, if such an installation is allowed at all, which the Management reserves the right to decline. Unless declined outright, Management may require additional set-back distances to avoid slope deterioration, failure or disintegration causing instability of installations above. Such change in siting restrictions is without respect to pre-existing, past, or a proposed location for any installations.
- d. "Grand-Fathering" refers to a tolerance for pre-existing non-conforming conditions, which are permitted to survive changes in standards, codes, specification and covenants of tenancy and the Rules and Regulations. Existing usage is not grandfathered and is subject to standards, codes, specifications and covenants of tenancy, except for Mobilehomes and other structures sited at the inception of tenancy.

43. GEOLOGICAL CONDITIONS. Owner strongly recommends that Homeowner re-set and re-level the Mobilehome on the homesite not less than once each two (2) years, as a duty of tenancy by the homeowner for homeowner's safety and the protection of the home. The Park and/or homesite which is the subject of this Agreement is situated on land approved for permitted installation of Mobilehomes meeting legal requirements for construction and installation, that may be geologically unstable. The lot may be subject to possible geological failure including, but not limited to earth

shifts, slides and erosion. Some settlement, subsidence or water on the premises may occur and Homeowner should be aware that from time to time, it is possible that Homeowner will be required to adjust, add, move, reinforce or periodically replace the supporting piers in order to keep the Mobilehome level on the Space. The need and frequency of Homeowner re-leveling is also affected by compaction, water intrusion, the number and placement of piers, the quality of work by the set-up contractors, the size of the footings below the piers, the relative weight absorbed by each pier (and the extent of home improvements, such as masonry, concrete and stone products concentrating weight at certain locations and on the placement of porches or other additions to the Mobilehome). Homeowner must provide and ensure that drainage is to be away from the Space (towards the street) such that water is not blocked and does not accumulate under the Mobilehome or in any other location on the Space. Homeowner must provide for and ensure that the weight distribution of the Mobilehome or loading of the lot (more modern Mobilehomes may have significantly more outside perimeter weight than the rest of the Mobilehome requiring greater attention to and support of the outside perimeter of the Mobilehome) does not result in uneven floors, mismatched moldings, warped or off perpendicular vertical projections. Defective installations may also result in splitting, warping, breakage, rises at the center of rooms or across rooms, separation of decks sometimes caused by the outside perimeter bearing down on an insufficient number of and disproportionately located piers, or unequal distribution of weight within the Mobilehome. Damage may also be caused by allowing heavy objects, such as motorcycles, scooters etc., to be stored within the Mobilehome or on any of its decks.

- a. Homeowner agrees to fully investigate and to obtain independent advice and opinions from an appropriate advisor, expert or other knowledgeable persons concerning land conditions and the frequency of expected adjustments to the home. By signing below, Homeowner hereby acknowledges that he or she has received this notice and has been made aware of the unstable condition and of the potential for geological failure.
- b. **EASEMENTS AND ENCUMBRANCES:** The Homesite is demised and let unto Homeowner, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact. The Homesite may contain underground easements, rights of way, utilities or other encumbrances which may limit the maximum size of any Mobilehome, accessory structure or equipment which may be subsequently installed on the Homesite which would otherwise be permitted by defined lot lines and applicable codes and standards.

44. COMPLIANCE WITH LAW AND LEASE AND RENTAL AGREEMENT:

- a. Homeowner may only reside in the Park and use its facilities if Homeowner complies with this Agreement, including all amendments, additions or changes, as well as the Rules and Regulations and all other conditions of Homeowner's tenancy. No violation by Homeowner of any federal, state, or local law or regulation or administrative order is permitted.
- b. Also prohibited is any violation of any term, condition, or other provision of this lease or rental agreement applicable to anyone's tenancy or residency in the Park. Building permits are required before many improvements may be made and it is Homeowner's responsibility to determine when permits are required and to obtain them and all necessary inspections and approvals. It is Homeowner's responsibility to ensure that all work done by Homeowner or for Homeowner by others, including, but not limited to, the installation of Homeowner's Mobilehome, driveway, walkways, or any other equipment or improvements of any type, is completed in compliance with all applicable State, City, and County laws, and Park's codes or standards and all contractors carry adequate insurance which names the Park as an insured.
- c. It is also Homeowner's responsibility to ensure that permits or approvals required by the State, City, County or Park are completed in accordance with all applicable laws, codes or standards. Any inspections completed by Park are for Park's purposes only, and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required. Homeowner agrees to indemnify and hold Owner harmless for any work which is improperly done, and/or not in compliance with State, City, and County laws, and Park's codes or standards such indemnity to include the Park's reasonable attorney's fees if any legal proceedings become necessary to address any such problems.
- d. Injunctive relief may be sought without proof of irreparable harm or lack of an adequate legal remedy in the event of a violation of the Rules and Regulations. A violation of this Agreement raises a conclusive presumption of irreparable harm and lack of adequate legal remedy and proof thereof is agreed to be unnecessary.
- e. **Covenant of Peaceable Co-Existence:** The Rules and Regulations regulate a variety of subjects, but not every conceivable act or omission which is disturbing, annoying, hazardous, dangerous or offensive to others. Accordingly, the overarching requirement is that each Homeowner is required to adhere to a covenant of good faith and fair dealing including a duty to [i] behave reasonably, respectfully, and consistent with the rights of Owner and others; [ii] do nothing to unreasonably or adversely affect Owner or others; and [iii] do nothing which may unreasonably endanger anyone or other persons' property, result in any nuisance recognized in the law, or violate any one's legal rights. This covenant applies to all Homeowners, residents, occupants and guests.

45. **ENTRY UPON THE HOMESITE:** So long as Owner does not unreasonably interfere with the use of the Homesite, Owner's Management employees or contractors may enter onto the Homesite for any legitimate purpose, including, but not limited to, the following: inspection, reading of meters, maintenance, addition or deletion of utilities, to gain access to slopes or other improvements, to add, modify or delete improvements, or maintain the premises, adjacent premises or common area as provided by the MRL, to serve and deliver notices and at Homeowner's request. Entry upon the Homesite at reasonable times (between dawn and dusk) and in a reasonable manner shall not be actionable trespass or interference with the quiet enjoyment of the premises or other wrong. "The Ownership or management of a park may enter a Mobilehome or accessory structure without the prior written consent of the resident in case of an emergency or when the resident has abandoned the Mobilehome or accessory structure." [MRL § 798.26 (b)].

- 46. ALTERATIONS AND ADDITIONS:** No alterations, improvements, additions or utility installations to, on or about the Homesite or Mobilehome are permitted without Owner's prior written consent. Homeowner may not install, remove or change any existing improvements, or modify the drainage or landscaping nor make any contract for such work without prior written consent and approval. In giving or withholding consent to any such work, Owner may, at its option, take into account and base such agreement or refusal of consent entirely upon aesthetic considerations and the compatibility of such changes to the Park. If Homeowner fails to obtain prior written consent and approval, all such alterations, improvements, additions or utility installations shall be promptly removed at Homeowner's expense, upon seven days written notice. Homeowner shall close all windows for landscape maintenance of common areas, the Homesite or other areas, to attenuate noise, dust and debris from leaf blowers and other equipment, from entering the Mobilehome.
- 47. DUTY TO INSPECT FOR MOLD:** Prior to taking possession of the Mobilehome Homeowner and or buyer, if applicable, agree that Homeowner or buyer has caused or will cause a home warranty inspection to be conducted at Homeowner's or buyer's expense in order to investigate the conditions of the Mobilehome including the presence of any mold. If the inspection discovers the presence of any mold, it shall be the immediate duty of the Homeowner and or Buyer, if applicable to remediate and remove any such discovered mold. Homeowner and or Buyer, if applicable, thereafter at reasonable and recommended intervals, shall cause to be made further periodic inspections, as necessary and appropriate, in order to ensure that the Mobilehome shall be kept free of any mold. Homeowner and or Buyer, if applicable assumes all risk that any mold is present in or about the Mobilehome at time of purchase. Homeowner and or Buyer, if applicable agree to indemnify, defend and hold Management, Owner and all agents and employees free and harmless from any claim, demand, suit, action, or liability [personal or bodily injury or property damage to any person or thing] caused or claimed to be caused by mold in, about or under a Mobilehome or any accessory structure equipment, appliance or other property, or upon the Homesite. Since Management may not enter the Mobilehome except under the circumstances allowed by the MRL, Homeowner and or Buyer, if applicable further warrants that the Mobilehome is under the exclusive control of the Homeowner and that Management has no duties respecting prevention or treatment of mold within the Mobilehome. If the occurrence of mold is observed by Management and the Homeowner and or Buyer, if applicable, fails to properly remediate such condition, Owner may, but has no duty to proceed with any available remedy to cause Homeowner and or Buyer, if applicable to do so.
- 48. HOMEOWNER RESPONSIBLE FOR MOISTURE, ACCUMULATED WATER AND MOLD:** Homeowner shall maintain the Homesite, so water does not accumulate. Water must drain off in a fashion as to avoid runoff onto another Homesite or onto a cliffside. The skirting shall not extend into the grade because moisture or water may accumulate under the Mobilehome. All watering systems shall be installed, maintained and adjusted as necessary to avoid water runoff and standing water. Any berms shall be maintained to avoid the accumulation of water on the Homesite. Any masonry skirting must contain sufficient ventilation and drainage to prevent accumulation of water under the Mobilehome.
- 49. HOMEOWNER'S WARRANTIES AS TO MOLD:** Homeowner is required to maintain the Mobilehome and areas under the Mobilehome and Homesite free of and from conditions which produce mold. Homeowner is also responsible for mold cleanup. It is imperative to treat and remove all molds as if they are potentially harmful. The following are sources of indoor moisture that may cause problems: flooding, backed- up sewers, leaky roofs, humidifiers, mud or ice dams, damp crawl spaces, constant plumbing leaks, house plants -- watering can generate large amounts of moisture, steam from cooking, shower/bath steam and leaks, wet clothes on indoor drying lines, clothes dryers vented indoors, combustion appliances [e.g. stoves] not exhausted to the outdoors. Homeowner should keep the humidity of the home down and ensure adequate ventilation inside the home [especially in the kitchen and bathroom].
- a. Any discovery of mold in or about the Mobilehome should be cleaned up promptly. When considering cleanup of mold, verify the extent of the problem. It can be treated with bleach or other mold killing products. Common dish soap will also aid in dissolving accumulated grease and dirt in the area.
 - b. Homeowner agrees to indemnify, defend and hold Management, Owner and all agents and employees free and harmless from any claim, demand, suit, action, or liability [personal or bodily injury or property damage to any person or thing] caused or claimed to be caused by mold in, about or under a Mobilehome or any accessory structure equipment, appliance or other property, or upon the Homesite. Homeowner furthermore warrants that there is no mold of any kind upon any location on the Homesite. Since Management may not enter the Mobilehome except under the circumstances allowed by the Mobilehome Residency Law, Homeowner further warrants that the Mobilehome is under the exclusive control of the Homeowner and that Management has no duties respecting prevention or treatment of mold within the Mobilehome.
 - c. If the occurrence of mold on the Homesite is observed by the Management and Homeowner fails to properly remediate such condition, Management may proceed with any available remedy including a fourteen day notice with Management's costs therefor to be added as further rent payable together with rents and other charges on the first month, as billed, following such remediation; seek injunctive relief to compel compliance with mold remediation as hereby required; and / or terminate tenancy for failure to comply with this reasonable Rule and Regulation. Such remedies are cumulative, and election of any remedy shall not preclude the resort to other remedies.
- 50. NEGOTIATION OF THIS AGREEMENT:** Owner is willing to negotiate changes to this Agreement. If Homeowner wishes to propose changes, Homeowner must give Owner Homeowner's proposal in writing. Owner will give reasonable consideration to Homeowner's proposal and, if it is agreeable to us, prepare an amendment which both Homeowner and Owner must sign before it is effective. If it is not agreeable to us Homeowner may propose other changes in order for Owner and Homeowner to attempt to reach agreement to terms of a Mobilehome tenancy.

HOMEOWNER MUST EXECUTE AND DELIVER TO OWNER A SIGNED COPY OF OWNER'S MOST CURRENT RULES & REGULATIONS TOGETHER WITH SIGNED COPIES OF THIS LEASE AGREEMENT BEFORE OWNER WILL EXECUTE AND ACCEPT THIS LEASE AGREEMENT BETWEEN US

COMPLIANCE WITH LAW AND RULES AND REGULATIONS: Homeowner agrees to comply with all applicable laws, ordinances, regulations and all terms of this Agreement, the Rules and Regulations, and all terms contained in any document referred to in this Agreement, as they may be changed. PARK MANAGER(S), other personnel, Mobilehome dealers, the selling Homeowner or sales person who sold Homeowner the Mobilehome and other persons are not authorized to make any representations or agreements with Homeowner about the Park unless those agreements are representations are contained in this Agreement and the other documents and posted signs referred to in it. On site personnel have no power and are not authorized to enter into, modify, release or terminate tenancies, nor to modify, waive or release terms of performance of any Homeowner duty. Therefore, Homeowner agrees that this Agreement and the other documents and posted signs referred to in it are the entire Agreement between Homeowner and Owner.

THIS AGREEMENT supersedes and replaces all prior and contemporaneous agreements, representations and understandings of Homeowner with Owner.

PARTIAL INVALIDITY: If any part of this Agreement or any document referred to in it is, in any way, invalid or unenforceable, the remainder of this Agreement or the other document shall not be affected, and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of this Agreement, or any document referred to in this Agreement, is, in any way, invalid or unenforceable to any person or circumstance. At Owner's sole option the preceding shall not, be applicable if Owner's ability to charge for or increase the amount of rent, utilities, or make other charges provided for by this Agreement is held in any way, in whole or in part, to be invalid or unenforceable. In such circumstances, Owner may, at Owner's sole option, either keep this Agreement in full force and effect or terminate this Agreement or convert Homeowner's tenancy under this Agreement to a twelve(12) month or less tenancy.

51. TIME IS OF THE ESSENCE in this Agreement and each and every provision hereof.

52. HOMEOWNER ACKNOWLEDGES AND AGREES THAT:

- 1) THE OFFER OF A LONG-TERM RENTAL AGREEMENT IS AVAILABLE FOR AT LEAST THIRTY (30) DAYS. IF EXECUTED, HOMEOWNER MAY CANCEL WITHIN SEVENTY-TWO (72) HOURS BY GIVING OWNER WRITTEN NOTICE OF CANCELLATION;
- 2) AS OF THE DATE OF THE OFFER OF THIS RENTAL AGREEMENT, HOMEOWNER AND OWNER ARE EACH IN GOOD STANDING; NEITHER IS IN NOR HAS BEEN IN DEFAULT OR VIOLATION OF ANY LEGAL RIGHT, DUTY OR OBLIGATION IN CALABASAS VILLAGE DURING THE TIME OF TENANCY.

Homeowner's Initial: _____

- 3) READ THIS AGREEMENT AND ALL OF THE OTHER DOCUMENTS REFERRED TO IN THIS AGREEMENT CAREFULLY BEFORE SIGNING THIS AGREEMENT.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT AND THE OTHER DOCUMENTS REFERRED TO IN IT.

I/HOMEOWNER HAS BEEN ADVISED BY REPRESENTATIVES OF THE PARK THAT I/WE MAY CONSULT A LAWYER AND RECEIVE THE LAWYER'S ADVICE BEFORE SIGNING THIS AGREEMENT.

Lessees have 72 hours to cancel this Agreement by notifying the management of cancellation within such 72 hour time period. Escrow may not close until a mutually executed and binding agreement has been executed, as per Civ. C §798.75.

BY SIGNING THIS AGREEMENT, HOMEOWNER IS AGREEING THAT IF "FREE ARBITRATION OF DISPUTES" HAS NOT BEEN DECLINED BY HOMEOWNER, THOSE DISPUTES WHICH ARE SPECIFIED HEREIN WILL BE DECIDED IN ARBITRATION BY A RETIRED JUDGE.

EXECUTION: This Agreement is signed by Homeowner at: o'clock am/pm., on _____, 2020.

HOMEOWNER(S) SIGNATURE(S)

SIGNATURE PRINTED NAME (Date)

SIGNATURE PRINTED NAME (Date)

PARK OWNER'S SIGNATURE: CALABASAS CREST, LTD., a California Limited Partnership, doing business as CALABASAS VILLAGE

Dated: _____, 20____ By _____, authorized agent of Calabasas Crest, Ltd.

SCHEDULE A TO CALABASAS VILLAGE LEASE											
SPACE NUMBERS & TYPES											
Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type
1	A	36	A	71	B	107	A	142	A	177	A

SCHEDULE A TO CALABASAS VILLAGE LEASE

SPACE NUMBERS & TYPES

Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type
2	A	37	A	72	B	108	A	143	A	178	A
3	A	38	A	73	B	109	A	144	A	179	A
4	A	39	A	74	B	110	A	145	A	180	A
5	A	40	A	75	B	111	A	146	A	181	B
6	A	41	A	76	B	112	A	147	A	182	A
7	A	42	A	77-78	B	113	A	148	A	183	A
8	A	43	A	79	B	114	A	149	B	184	A
9	A	44	A	80	B	115	A	150	A	185	A
10	A	45	A	81	A	116	A	151	A	186	A
11	A	46	A	82	A	117	A	152	A	187	A
12	A	47	A	83	A	118	A	153	A	188	A
13	A	48	A	84	A	119	A	154	A	189	A
14	B	49	A	85	A	120	A	155	A	190	A
15	A	50	A	86	A	121	A	156	A	191	A
16	A	51	A	87	A	122	A	157	A	192	A
17	A	52	A	88	A	123	A	158	A	193	A
18	A	53	A	89	A	124	A	159	A	194	A
19	A	54	A	90	A	125	A	160	A	195	A
20	A	55	A	91	A	126	A	161	A	196	A
21	A	56	B	92	A	127	A	162	A	197	A
22	A	57	B	93	A	128	A	163	A	198	A
23	A	58	B	94	A	129	A	164	A	199	A
24	A	59	B	95	A	130	A	165	A	200	A
25	A	60	B	96	A	131	A	166	A	201	A
26	A	61	B	97	A	132	A	167	A	202	A
27	A	62	B	98	A	133	A	168	A	203	A
28	A	63	B	99	A	134	A	169	A	204	A
29	A	64	B	100	A	135	A	170	A	205	A

SCHEDULE A TO CALABASAS VILLAGE LEASE

SPACE NUMBERS & TYPES

Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type	Space Number	Space Type
30	A	65	B	101	A	136	A	171	A	206	A
31	A	66	B	102	A	137	A	172	A	207	A
32	A	67	B	103	A	138	A	173	A	208	A
33	A	68	B	104	A	139	A	174	A	209	A
34	A	69	B	105	A	140	A	175	A	210	A
35	A	70	B	106	A	141	A	176	A	211	A

(This space deliberately left blank)

To Michael Klein, and City Council Members,

This letter is in regards to the MOU presented to the Calabasas City Council by Calabasas Crest Ownership.

I am Derol Caraco. HOA president for the last 7 years, board member for 10 years, and resident for 20 years. I was in charge of moderating the new longterm lease negotiations between Ownership and our resident lease committee. This took well over a year due to constant last minute changes of wording by ownership group.

We have had a cordial working relationship with park owners, but we have learned to scrutinize every document, agreement, negotiation, and statement made by them. To the point where most residents don't fully trust the park Owners.

In regards to the MOU, many in the park have questioned, why are the Owners

doing this? What is their motive?

Our initial response to the *first* version was No, due to false statements and inaccurate information in the MOU. These were documented in our complete statement to City Council on April 5th.

After seeing our response, Ownership rewrote, and presented a new version that corrected most of the false statements. The new version removed all possible Passthrough charges to residents for any type of future capital improvements. This concession is a great win for residents. If MOU is accepted, there will be an addendum to our lease, removing sections 3 and 4.

Our attorney then made some minor changes to the MOU, which ownership agreed to. We circulated this updated version in June. More than 90% of responses from residents were in favor of the MOU.

The bottom line is: of the 9 CVHOA board

members, 8 are in favor, and 1 opposes. A vast majority of residents either support, or have no objection to the MOU.

The CVHOA therefore has a Favorable opinion of, and no objection to the MOU.
Thanks, Derol Caraco, CVHOA president.

Michael Klein

From: Tony Reid <antonyreid@att.net>
Sent: Thursday, September 2, 2021 4:37 PM
To: Michael Klein
Subject: Re: Proposed MOU for Calabasas Village//Alternate Input
Attachments: Calabasas City Memo Rent Control.pdf

Michael,

As per your email below, I am writing to express my concerns regarding the proposed MOU between the City of Calabasas and the owners of Calabasas Village.

First, as the City's own planning memo (dated 10/5/2020) correctly notes, rent stabilization is an important consideration for the City. Moreover, as Calabasas has very little affordable housing, this is more important here at Calabasas Village, than in any other location in the City. The passage of AB 1482 (Tenant Protection Act of 2019), specifically provided for mobile home parks within the Act if a local rent stabilization ordinance (RSO) is enacted. Not only is an RSO desperately needed in the City of Calabasas, our mobile home park is one of the only low-to-mid income options within the City. Any effort to exempt the park from an RSO would nullify the benefits to the largest group of potential beneficiaries.

Second, the proposed MOU was devised by park owners *only after* they discovered a version of their long-term lease was invalid. Park owners acted in bad faith in handling the leases immediately after the passage of AB 1482, with an effective date of 1/1/2020. In February of 2020, a lease was prepared by the park owners and distributed to residents. After negotiation of terms, copies were executed by residents and returned to management. *After* discovering that the leases contained an invalid rent control provision, management simply destroyed all copies---in violation of the MHRA that requires executed copies returned within 30 days. Following this, park owners then turned to creating an MOU to exempt the park from any Calabasas RSOs.

Third, at no point and in no manner, has the proposed MOU been available to input of residents, nor has it been the subject of good faith negotiation or *any* participation. Despite assurances from park owners of a process they describe as "mutual benefit," "continuing accord," and the result of "fair bargaining" — this MOU process has been the complete opposite. There has been no participation at large, and negotiations have apparently involved only a select handful of residents. In the MOU document, owners implore the City either to reject an RSO; or, to exempt Calabasas Village from such an ordinance. This is improperly described as "superfluous governmental regulation" and a "burden on Calabasas taxpayers."

Fourth, a long-term lease is already in effect, or at least offered to and accepted by the majority of residents. Park owners could just voluntarily extend any and all of the reasonable promises in the MOU to residents: to control the cost of capital improvements, pass-through expenses, and other costs beyond "rent." There have been no efforts—absolutely zero—to allow resident input on these topics previously, and the portrayal of the relationship as "an open door policy" is a complete fabrication.

A Rent Stabilization Ordinance *is* desperately needed in Calabasas, and this is clearly documented in the city's own planning document. The proposed exemption of Calabasas Village would improperly exempt one of the largest segments of potential beneficiaries, and would deny all our residents of a duly enacted, powerful, and necessary act of consumer protection. *Why?* Moreover, the park owners have done nothing in good faith since discovering that rent control would apply to the park after the passage of AB 1482. They have illegally

destroyed leases, they have failed to involve residents in meaningful dialogue, and have continually misrepresented the MOU to residents, and to the City.

For these reasons, I implore the City to reject the proposed MOU. It is an absolute violation of state law. It is unrepresentative, made without due process, and it would deny lawful consumer protections to the largest group of potential beneficiaries of a local RSO in Calabasas. I am writing on my own interests, and for my fellow family members who own two other units that occupy leased spaces in the park.

Kind regards,
Tony Reid

On Aug 31, 2021, at 12:50 PM, Michael Klein <mklein@cityofcalabasas.com> wrote:

Hi Tony,
The meeting tonight is not being facilitated by the City. You are welcome to provide me written comments by email or in the mail, and I will include them in the record should the MOU move forward to the City Council for consideration.

Sincerely,

Michael Klein, AICP
Senior Planner
City of Calabasas, CA
Tel: (818) 224-1710
mklein@cityofcalabasas.com

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

From: Tony Reid <antonyreid@att.net>
Sent: Tuesday, August 31, 2021 10:52 AM
To: Michael Klein <mklein@cityofcalabasas.com>
Subject: Proposed MOU for Calabasas Village//Alternate Input

Michael,

I am unable to attend the Zoom Meeting this evening due to a last minute obligation. Two quick questions:

- May I provide my comments in writing, and
- What would be the deadline for doing so?

Kind regards,
Tony Reid
(323)412-0424

Michael Klein

From: Tony Reid <antonyreid@att.net>
Sent: Tuesday, October 19, 2021 1:47 PM
To: Michael Klein
Subject: Re: Proposed MOU for Calabasas Village//Alternate Input

Michael,

Can you please incorporate the following information to my prior message?:

Shortly after sending my initial message to the City Planner, I reached out to Derol Caraco, President of the Calabasas Village Homeowners Association (CVHOA). I sent the same message and received this reply:

One more note: section 3 below is incorrect. The lease committee spent countless hours with owners and city council members. I have tried to always share information and be open to input from all residents. Sections 4 and 5 state no dialogue with residents which is incorrect. As I said before. We have had many hours of dialogue and negotiation with ownership. We have spent thousands of dollars on outside legal views. **The CVHOA is the legal representative of the residents.** We have tried to incorporate a diverse board, including attorneys and a CPA and a wide assortment of age groups. **[emphasis added]**

I want to make this explicitly clear to the City: At no time and in no manner are the CVHOA the legal representatives of the residents.

- 1) The CVHOA is a voluntary membership organization, formed April 5, 1998, as a non-profit corporation to serve as a "Purchase The Park Committee" entity to own the park, if it were to be purchased by the residents.
- 2) As a voluntary membership organization, the CVHOA generally organizes social events for the park. At times, the CVHOA have served as the representative of its members, however, this is the full extent of their authority. For example, while the CVHOA negotiated a form of lease for its members, I directly negotiated my own lease changes with management.
- 3) Those who want to become members may do so, and those members may have the non-profit represent them. While membership levels vary from time to time, this has dropped to below 50% in recent years.
- 4) There is no other legal basis for the CVHOA to assert this position as the legal representatives: this is not contained in the Mobile Home Residency Law, the bylaws of the Park, nor in the residency leases.

The main reasons why this is so important:

1) The MOU will directly affect each and every lease within the Park; and, this MOU will deprive residents of a statutory right granted under AB 1482 (Tenant Protection Act of 2019). This MOU will affect all residents, both CVHOA members and non-members equally. While the CVHOA might well have authority to negotiate for their members, they have no such authority for non-members.

2) For the reasons I have described in my original letter, non-members have had no opportunity to provide input on the MOU. Each and every new draft is being directly ONLY to the CVHOA for input, and there appears to be a new version sent last week.

3) I have personally sent two letters to the City in advance of the MOU negotiation wherein I asked for legal notice of the any meetings, and the opportunity to participate.

What is now clear is that the CVHOA's improper assertion that they are the "legal representative" was something that the City relied on during this process. I am again requesting that the City review the authority of the CVHOA and to engage with all residents directly on this issue, which may be waived and deferred by CVHOA members at their discretion. While the City and the CVHOA may have been involved in these negotiations, as Derol describes as "countless hours" — this has all been done without input of non-members.

When the MOU was first being considered, I reached out to Bruce Stanton, one of the principal authors of AB 2782. Mr. Stanton is legal counsel for the Golden State Manufactured-Home Owners League. He confirmed my opinion and had this to say about the rights of residents when it comes to the crafting of any MOU: **"The park owner should not be allowed to create its own MOU without your input."**

I look forward to your reply, and to better understand the process of creating the MOU and to considering the input of all residents of the park.

Kind regards,
Tony Reid

On Oct 4, 2021, at 11:05 AM, Tony Reid <antonyreid@att.net> wrote:

I will update my letter, thanks.

My inquiry was an attempt to discover if the City was relying on those representations, but I will just modify my letter accordingly.

Kind regards,
Tony

On Oct 4, 2021, at 11:01 AM, Michael Klein <mklein@cityofcalabasas.com> wrote:

Hi Tony,

Michael Klein

From: William Meyerowitz <selfdefensesystems@gmail.com>
Sent: Saturday, September 25, 2021 10:42 AM
To: Michael Klein
Subject: MOU between City and Calabasas Village Ownership

As long term residents of the Calabasas Village (27 years), please be advised that we are 100% in favor of the MOU.

William and Cynthia Meyerowitz
23777 Mulholland Hwy #184
Calabasas CA 91302
818 591-1839

Michael Klein

From: Cathey Sinai <sinaice@aol.com>
Sent: Wednesday, September 22, 2021 1:14 PM
To: Michael Klein
Subject: MOU between City and Calabasas Village Ownership

Michael Klein, Senior Planner
City of Calabasas
Subject: MOU between City and Calabasas Village Ownership

I appreciate the opportunity to provide comment on the above subject. I am a 41 year resident of Calabasas Village. As such I have been involved in the HOA for nearly 40 years - serving as secretary, president, board member at-large and currently as treasurer. I have been involved in multiple lease negotiations and on the City Task Force for the recent lease here.

I am fully in support of the MOU between the City of Calabasas and the owner of Calabasas Village. I was concerned with the first draft of the MOU, but the revised version, with lease addendum, is one I can support.

- The Addendum to the existing lease offered as part of this agreement is clear in the park owner's commitment NOT to seek reimbursement from residents for capital improvements outline in sections 3 and 4 of our leases. This benefits the mobilehome owners here for as much as \$40 per month savings should such improvements be undertaken.
- Additionally the Addendum pledges that the "owner will not withdraw or reduce the frequency or quality of capital improvements and other improvements, nor maintenance standards and practices."

The above Addendum inclusions make this MOU agreement a win-win for all parties - especially the residents.

Cathey Sinai (and Ed Sinai)
CVHOA Treasurer
23777 Mulholland Hwy #192
Calabasas CA 91302-2727
818 222-1728



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: TOM BARTLETT, AICP, CITY PLANNER
TEAL PACYNA, ASSISTANT PLANNER

SUBJECT: CONSIDERATION OF ORDINANCE 2021-393, AMENDING THE CITY OF CALABASAS LAND USE AND DEVELOPMENT CODE BY STRENGTHENING THE DEFINITIONS OF PERMEABLE PAVING AND PERVIOUS SURFACE. THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE ORDINANCE TO THE CITY COUNCIL AT A PUBLIC HEARING HELD ON SEPTEMBER 2, 2021

MEETING DATE: OCTOBER 27, 2021

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce and waive further reading of Ordinance No. 2021-393 (Attachment A), amending the City of Calabasas Land Use and Development Code by strengthening the definitions of permeable paving and pervious surface.

BACKGROUND:

On September 17, 2020 staff presented an overview to the Planning Commission regarding pervious surfaces and permeable paving systems. Commissioners requested that the definition of permeable pavement be modified to better establish a minimum standard for paving systems that are intended to function as pervious surfaces.

On September 2, 2021, Staff presented a modified definition of permeable pavement utilizing engineering standards from American Society of Civil Engineers (ASCE) and American Society of Testing and Materials (ASTM) to determine design minimums for permeable pavement. Staff also presented to the Commission a corresponding proposed update to the definition of pervious surface because permeable pavement relates directly to pervious surface.

The Planning Commission reviewed the draft ordinance at a public hearing on September 2, 2021, and unanimously adopted Resolution 2021-718 (Attachment B),

recommending to the City Council adoption of the ordinance.

STAFF ANALYSIS:

A detailed analysis and explanation on permeable paving has been provided within the September 2, 2021, Planning Commission staff report (Attachment C). In summary, not all pavers or paving materials classified as “pervious” or “permeable” meet the City’s intended definition of pervious surface. The consequences of an incorrectly designed “permeable” paver system is that it will not permit sufficient water infiltration, and can actually increase the quantity and velocity of storm water runoff, which is contrary to the expressed purpose of the pervious surface regulation. The rewritten definition of permeable pavement eliminates the ambiguity by referencing well-established engineering standards for “pervious” or “permeable” paving systems. Below is the modified definition of **permeable paving**.

“Permeable paving” means any paving material or paving system that permits water penetration to a soil depth of eighteen (18) inches or more. Paving systems may include combinations of nonporous surface material poured or laid in distinct and separate sections installed in combination with permeable materials (examples include crushed stone, gravel or equivalent) such that at least two-thirds of the total surface area of the system permits water penetration to a soil depth of eighteen (18) inches or more. Permeable paving systems that require drainage to the curb or direct connection to the storm drain system do not qualify as permeable paving. Engineered paving systems under this definition include interlocking concrete pavers installed to comply with the standard from the American Society of Civil Engineers (ASCE) – Standard 68-18 for Permeable Interlocking Concrete Pavement, or an equivalent standard for interlocking concrete pavers may be adopted by Resolution by the City Council. Individual paving units must have a minimum surface open area void space of 5% and a minimum in-service infiltration rate of not less than 10in/hr and complying with ASTM Standard C1781 – Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems, or an equivalent standard as may be adopted by Resolution by the City Council. Alternative designs, which meet infiltration testing in accordance with ASTM Standard C1781, or an equivalent standard as may be adopted by Resolution by the City Council, may be considered subject to review and approval by the Director. Any permeable paving system must be certified by a licensed civil engineer, landscape architect, or other qualified, licensed professional, as meeting the requirements of this definition.

In addition, to achieve sufficient internal consistency within the Land Use and Development Code, staff has also improved the definition of “pervious surface”. This

re-written definition also corrects a spelling error. Now, as revised, the definition of “pervious surface” reads as follows:

“Pervious surface” means those portions of a property or site that allow for water penetration into the soil, to a soil depth of 18 inches or more, such as landscaped areas, natural areas, and developed hardscape areas where permeable paving has been used or which otherwise includes storm water runoff features consistent with Calabasas Municipal Code Chapter 17.26. Pervious surfaces may not be covered with structures that prevent water penetration into the soil, to a depth of at least 18 inches.

As a result, the updated Code definition for **pervious surface** better explains which elements of a property development appropriately fall within that term; while the updated Code definition for **permeable paving** now clarifies how hardscape areas must be specified, engineered and installed to fall within, and contribute to, the overall pervious surface area for a project.

REQUIRED FINDINGS:

The findings required in Section 17.76.030 of the Calabasas Municipal Code for development code amendments are contained in Planning Commission Resolution 2021-718 and City Council Ordinance No. 2021-393.

ENVIRONMENTAL REVIEW:

This project is exempt from environmental review under CEQA, based upon Sections 15061(b)(3), 15183, and 15308 of the CEQA Guidelines for the reasons specified within the ordinance.

REQUESTED ACTION:

That the City Council waive further reading and introduce Ordinance No. 2021-393, amending the Calabasas Land Use and Development Code.

ATTACHMENTS:

- Attachment A: City Council Ordinance No. 2021–393
- Attachment B: Planning Commission Resolution No. 2021–718
- Attachment C: September 2, 2021, Planning Commission Staff Report
- Attachment D: PowerPoint Presentation

ORDINANCE NO. 2021-393

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CHAPTER 17.90 OF THE LAND USE AND DEVELOPMENT CODE, TO MODIFY THE DEFINITION OF PERMEABLE PAVING AND PERVIOUS SURFACE.

WHEREAS, the City Council of the City of Calabasas, California (“the City Council”) has considered all of the evidence including, but not limited to, the Planning Commission Resolution, Planning Division staff reports and attachments, and public testimony at the September 2, 2021, Planning Commission meeting and October 27, 2021, City Council meeting, before making a final decision ; and,

WHEREAS, the City Council finds that the Land Use and Development Code Amendment herein is consistent with the goals, policies, and actions of the General Plan and will not conflict with the General Plan; and,

WHEREAS, the City Council finds that the Land Use and Development Code Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and,

WHEREAS, the City Council finds that the Land Use and Development Code Amendment herein is internally consistent with other applicable provisions of the Land Use and Development Code; and,

WHEREAS, the Land Use and Development Code Amendment herein reflects the input of residents, stakeholders, and public officials, and implements the General Plan’s visions and desire for the community, is adopted in the public’s interest, and is otherwise consistent with federal and state law;

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

SECTION 1. Based upon the foregoing the City Council finds:

1. The amendments to the definitions of “permeable paving” and “pervious surface”, as prescribed in Section 4 of this Ordinance, will serve to better implement General Plan policies pertaining to storm water runoff control, water resource conservation, and water quality protection, and will improve the quality of life for residents and property owners throughout the City.
2. Following a public hearing held on September 2, 2021, the Planning Commission adopted Resolution No. 2021-718 recommending to the City

Council adoption of Ordinance 2021-393, amending CMC Chapter 17.90 to modify the definitions of “permeable paving” and “pervious surface” within CMC Subsection 17.90.020(P).

SECTION 2. In view of all the evidence and based on the foregoing findings, the City Council concludes as follows:

Section 17.76.050(B) Calabasas Municipal Code allows the Planning Commission to recommend and the City Council to approve a Development Code change provided that the following findings are made:

1. *The proposed amendment is consistent with the goals, policies, and actions of the General Plan;*

The proposed amendment meets this finding because it improves the ability for staff and decision making bodies to apply pervious surface standards and requirements to development proposals, in a manner that is consistent with General Plan policies in the Land Use Element and the Conservation Element, specifically policies II-8, IV-26, and IV-27. Respectively, these policies promote: retention of Calabasas’ natural environmental setting; monitoring and employment of emerging technologies and techniques for minimizing water quality impacts from urban runoff; and, prevention of pollutants from running off into area waterways through use of subsurface filtration techniques.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;*

The proposed amendment is not detrimental to the public interest, health, safety, convenience, or welfare of the City as the proposed amendment provides more clarity as to how to ensure infiltration when using pervious pavement by establishing a minimum standard.

3. *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

The proposed amendment is categorically exempt from environmental review in accordance with section 15061(b)(3) of the CEQA Guidelines, General Rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed amendment will not result in additional development opportunities or any foreseeable environmental impact. Furthermore, this project is exempt under CEQA Guidelines sections 15183 and 15308.

4. *The proposed amendment is internally consistent with other applicable provisions of this development code.*

The proposed amendment updates the current definitions of Pervious Surface and Permeable Pavement to provide greater understanding and clarity. Furthermore, the proposed amendment supports and improves the ability for planning staff and decision makers to apply the provisions of CMC Chapter 17.26 (Landscaping) to development projects with pervious surface elements. Lastly, the amendment does not conflict with any other provision of the Development Code. Therefore, the proposed amendment meets this finding.

SECTION 3. The City Council hereby finds with certainty that there is no possibility that adoption of this ordinance amending the City's regulations for pervious surfaces and permeable paving will have a significant effect on the environment. Accordingly, under the provisions of section 15061(B)(3) and 15378(B)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

SECTION 4. CODE AMENDMENT. The City Council hereby amends Subsection 17.90.020(P) of the Calabasas Municipal Code to delete the existing definitions of the terms "permeable paving" and "pervious surface", and replacing those definitions with the following:

"Permeable paving" means any paving material or paving system that permits water penetration to a soil depth of eighteen (18) inches or more. Paving systems may include combinations of nonporous surface material poured or laid in distinct and separate sections installed in combination with permeable materials (examples include crushed stone, gravel or equivalent) such that at least two-thirds of the total surface area of the system permits water penetration to a soil depth of eighteen (18) inches or more. Permeable paving systems that require drainage to the curb or direct connection to the storm drain system do not qualify as permeable paving. Engineered paving systems under this definition include interlocking concrete pavers installed to comply with the standard from the American Society of Civil Engineers (ASCE) – Standard 68-18 for Permeable Interlocking Concrete Pavement, or an equivalent standard for interlocking concrete pavers may be adopted by Resolution by the City Council. Individual paving units must have a minimum surface open area void space of 5% and a minimum in-service infiltration rate of not less than 10in/hr and complying with ASTM Standard C1781 – Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems, or an equivalent standard as may be adopted by Resolution by the City Council. Alternative designs, which meet infiltration testing in accordance with

ASTM Standard C1781, or an equivalent standard as may be adopted by Resolution by the City Council, may be considered subject to review and approval by the Director. Any permeable paving system must be certified by a licensed civil engineer, landscape architect, or other qualified, licensed professional, as meeting the requirements of this definition.

“Pervious surface” means those portions of a property or site that allow for water penetration into the soil, to a soil depth of 18 inches or more, such as landscaped areas, natural areas, and developed hardscape areas where permeable paving has been used or which otherwise includes storm water runoff features consistent with Calabasas Municipal Code Chapter 17.26. Pervious surfaces may not be covered with structures that prevent water penetration into the soil, to a depth of at least 18 inches.

SECTION 5. SEVERABILITY. Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance shall remain in full force and effect and, to that end, the provisions hereof are declared to be severable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2021.

James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

**PLANNING COMMISSION
RESOLUTION NO. 2021-718**

**A RESOLUTION OF THE PLANNING
COMMISSION OF THE CITY OF CALABASAS
RECOMMENDING TO THE CITY COUNCIL
ADOPTION OF AN ORDINANCE TO AMEND
CHAPTER 17.90 OF THE LAND USE AND
DEVELOPMENT CODE TO REVISE THE
DEFINITIONS OF PERMEABLE PAVING AND
PERVIOUS SURFACE**

Section 1. The Planning Commission has considered all of the evidence submitted into the administrative record, which includes, but is not limited to:

1. Agenda reports prepared by the Community Development Department, including the draft of Ordinance No. 2021-393.
2. Staff presentation at the public hearing held on September 2, 2021, before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, General Plan, and all other applicable regulations and codes.
4. All related documents received and/or submitted at, or prior to, the public hearing.

Section 2. Based on the foregoing evidence, the Planning Commission finds that:

1. Notice of the September 2, 2021, Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's market and at Calabasas City Hall.
2. Notice of the Planning Commission public hearing was published in the Enterprise newspaper.

3. Notice of the Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).
4. Section 17.76.050(B) of the Calabasas Municipal Code stipulates that the Planning Commission shall be the recommending body to the City Council for amendments to any part of Calabasas Municipal Code Title 17 (Land and Development Code), inclusive of Chapter 17.90.

Section 3. In view of all of the evidence and based on the foregoing findings, the Planning Commission concludes as follows:

FINDINGS

Section 17.76.050(B) of the Calabasas Municipal Code allows the Planning Commission to recommend, and the City Council to approve, a Development Code change provided that the following findings are made:

1. *The proposed amendment is consistent with the goals, policies, and actions of the General Plan;*

The proposed amendment meets this finding because it improves the ability for staff and decision making bodies to apply pervious surface standards and requirements to development proposals, in a manner that is consistent with General Plan policies in the Land Use Element and the Conservation Element, specifically policies II-8, IV-26, and IV-27. Respectively, these policies promote: retention of Calabasas' natural environmental setting; monitoring and employment of emerging technologies and techniques for minimizing water quality impacts from urban runoff; and, prevention of pollutants from running off into area waterways through use of subsurface filtration techniques.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;*

The proposed amendment is not detrimental to the public interest, health, safety, convenience, or welfare of the City as the proposed amendment provides more clarity as to how to ensure infiltration when using pervious pavement by establishing a minimum standard.

3. *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

The proposed amendment is categorically exempt from environmental review in accordance with section 15061(b)(3) of the CEQA Guidelines, General Rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed amendment will not result in additional development opportunities or any foreseeable environmental impact. Furthermore, this project is exempt under CEQA Guidelines sections 15183 and 15308.


4. *The proposed amendment is internally consistent with other applicable provisions of this development code.*

The proposed amendment updates the current definitions of Pervious Surface and Permeable Pavement to provide greater understanding and clarity. Furthermore, the proposed amendment supports and improves the ability for planning staff and decision makers to apply the provisions of CMC Chapter 17.26 (Landscaping) to development projects with pervious surface elements. Lastly, the amendment does not conflict with any other provision of the Development Code. Therefore, the proposed amendment meets this finding.

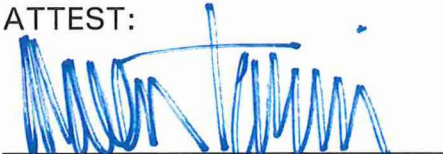
Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission hereby recommends to the City Council adoption of Ordinance No. 2021-393, amending Chapter 17.90 of the City of Calabasas Municipal Code.

Section 5. All documents described in Section 1 of PC Resolution No. 2021-718 are deemed incorporated by reference as set forth at length.


PLANNING COMMISSION RESOLUTION NO. 2021-718 PASSED,
APPROVED AND ADOPTED this 2nd day of September, 2021.


Wendy Fassberg
Chairperson

ATTEST:


Maureen Tamuri
Community Development Director

APPROVED AS TO FORM:


Matthew T. Summers
City Attorney

Planning Commission Resolution No. 2021-718, was adopted by the Planning Commission at a meeting held September 2, 2021, and that it was adopted by the following vote:

AYES: Chair Fassberg, Commissioners Washburn, Mueller, Lia, and Harrison

NOES: None

ABSENT: None

ABSTAINED: None

"The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution in the book of Resolutions of the Planning Commission."



CITY of CALABASAS

PLANNING COMMISSION AGENDA REPORT
SEPTEMBER 2, 2021

TO: Members of the Planning Commission

FROM: Tom Bartlett, AICP, City Planner
Teal Pacyna, Assistant Planner

PROPOSAL: An ordinance to amend Section 17.90.020 of the City of Calabasas Land Use and Development Code, by strengthening the definitions of permeable paving and pervious surface.

APPLICANT: City of Calabasas

RECOMMENDATION: Adopt Resolution 2021-718 recommending to the City Council adoption of Ordinance 2021-393, amending the City of Calabasas Land Use and Development Code by strengthening the definitions of permeable paving and pervious surface.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission adopt Resolution No. 2021-718 (Exhibit A) recommending that the City Council adopt Ordinance 2021-393 (Exhibit B), amending the City of Calabasas Land Use and Development Code by strengthening the definitions of permeable paving and pervious surface.

REVIEW AUTHORITY:

Pursuant to Chapter 17.76 of the Calabasas Land Use and Development Code, the Planning Commission is the recommending body for amendments to the City of Calabasas Land Use and Development Code, and the City Council is the final approval body.

BACKGROUND:

The Planning Commission requested an overview regarding the role and application of permeable paving requirements in the City of Calabasas. On September 17, 2020 staff presented an overview to the Planning Commission regarding pervious surfaces and

permeable paving systems. During the overview presentation, staff established that pervious surfaces minimize surface water runoff and soil erosion by allowing water infiltration into the soil and through storm water detention and retention. Staff also explained that based on this purpose and functionality, pervious surfaces may include landscaping, natural areas, porous (permeable) paving materials, lakes, ponds, and pools.

Following the staff presentation, the Commission requested that the definition of permeable pavement be modified to better establish a minimum standard for paving systems that are intended to function as pervious surfaces.

STAFF ANALYSIS:

Not all pavers or paving materials classified as “pervious” or “permeable” meet the City’s intended definition of pervious surface. The consequences of an incorrectly designed “permeable” paver system is that it will not permit sufficient water penetration into the underlying soil, and can actually increase the quantity and velocity of storm water runoff. Below is the current definition.

"Permeable paving" means any paving material that permits water penetration to a soil depth of eighteen (18) inches or more. Includes nonporous surface material poured or laid in sections not exceeding one square foot in area and less than two-thirds of the total surface area of a lot that permits water penetration to a soil depth of eighteen (18) inches or more. Examples include crushed stone or gravel.

Although this definition specifies an intended water penetration depth of 18 inches, it arbitrarily specifies horizontal hard surface dimensions and percentages (e.g., for bricks, stones, concrete pavers, etc. placed on the ground surface), while not specifying any dimension(s) for spacing between the hard surface pavers. The rewritten definition of permeable pavement eliminates the ambiguity by referencing well-established engineering standards for “pervious” or “permeable” paving systems.

Staff consulted two sources for established national design standards regarding permeable paving systems: the American Society of Civil Engineers (ASCE), and the American Society of Testing and Materials (ASTM). The ASTM standard applies more generally to permeable unit paving systems, and sets minimum open void space percentages for those systems so that sufficient water infiltration would occur. The revised definition for permeable paving therefore now includes a specific reference to uniform design minimums recognized under ASTM C1781 - Surface Infiltration Rate of Permeable Unit Pavement Systems. Also, added to the definition is a specific design standard for interlocking concrete pavement, as taken from ASCE 68-18 – Permeable Interlocking Concrete

Pavement. This design standard provides manufacturers a universal design minimum for the design and fabrication of permeable paver systems.

The resulting modified definition of **permeable pavers** is as follows:

"Permeable paving" means any paving material or paving system that permits water penetration to a soil depth of eighteen (18) inches or more. Paving systems may include combinations of nonporous surface material poured or laid in distinct and separate sections installed in combination with permeable materials (examples include crushed stone, gravel or equivalent) such that at least two-thirds of the total surface area of the system permits water penetration to a soil depth of eighteen (18) inches or more. Permeable paving systems that require drainage to the curb or direct connection to the storm drain system do not qualify as permeable paving. Engineered paving systems under this definition include interlocking concrete pavers installed to comply with the standard from the American Society of Civil Engineers (ASCE) – Standard 68-18 for Permeable Interlocking Concrete Pavement, or an equivalent standard for interlocking concrete pavers may be adopted by Resolution by the City Council. Individual paving units must have a minimum surface open area void space of 5% and a minimum in-service infiltration rate of not less than 10in/hr and complying with ASTM Standard C1781 – Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems, or an equivalent standard as may be adopted by Resolution by the City Council. Alternative designs, which meet infiltration testing in accordance with ASTM Standard C1781, or an equivalent standard as may be adopted by Resolution by the City Council, may be considered subject to review and approval by the Director. Any permeable paving system must be certified by a licensed civil engineer, landscape architect, or other qualified, licensed professional, as meeting the requirements of this definition.

In addition, to achieve sufficient internal consistency within the Land Use and Development Code, staff has also improved the definition of “pervious surface”. This re-written definition also corrects a spelling error. As written today in chapter 17.90 of the Land Use and Development Code, the definition of **pervious surface** is:

*"Pervious surface" means portions of a site that are only paved with permeable paying (**sic**) materials and are not covered with structures after development. Includes landscaped and natural areas.*

Now, as revised, the definition of “pervious surface” reads as follows:

“Pervious surface” means those portions of a property or site that allow for water penetration into the soil, to a soil depth of 18 inches or more, such as landscaped areas, natural areas, and developed hardscape areas where permeable paving has been used or which otherwise includes storm water runoff features consistent with Calabasas Municipal Code Chapter 17.26. Pervious surfaces may not be covered with structures that prevent water penetration into the soil, to a depth of at least 18 inches.

As a result, the updated Code definition for **pervious surface** better explains which elements of a property development appropriately fall within that term; while the updated Code definition for **permeable paving** now clarifies how hardscape areas must be specified, engineered and installed to fall within, and contribute to, the overall pervious surface area for a project.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review under CEQA, based upon Sections 15183 and 15308 of the CEQA Guidelines.

EXHIBITS:

Exhibit A: Planning Commission Resolution No. 2021 - 718

Exhibit B: Draft Ordinance No. 2021 – 393



CITY *of* CALABASAS

**Amended Definitions of Pervious Surface
and Permeable Paving**

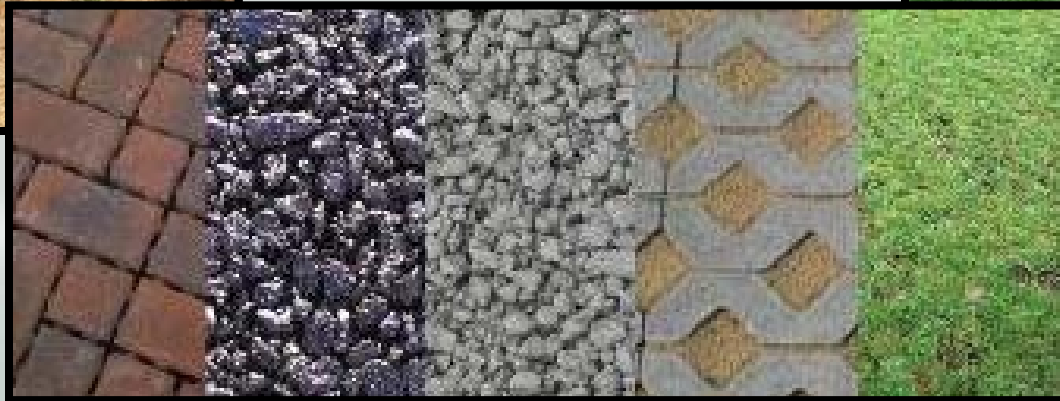
City Council
October 27, 2021

Background

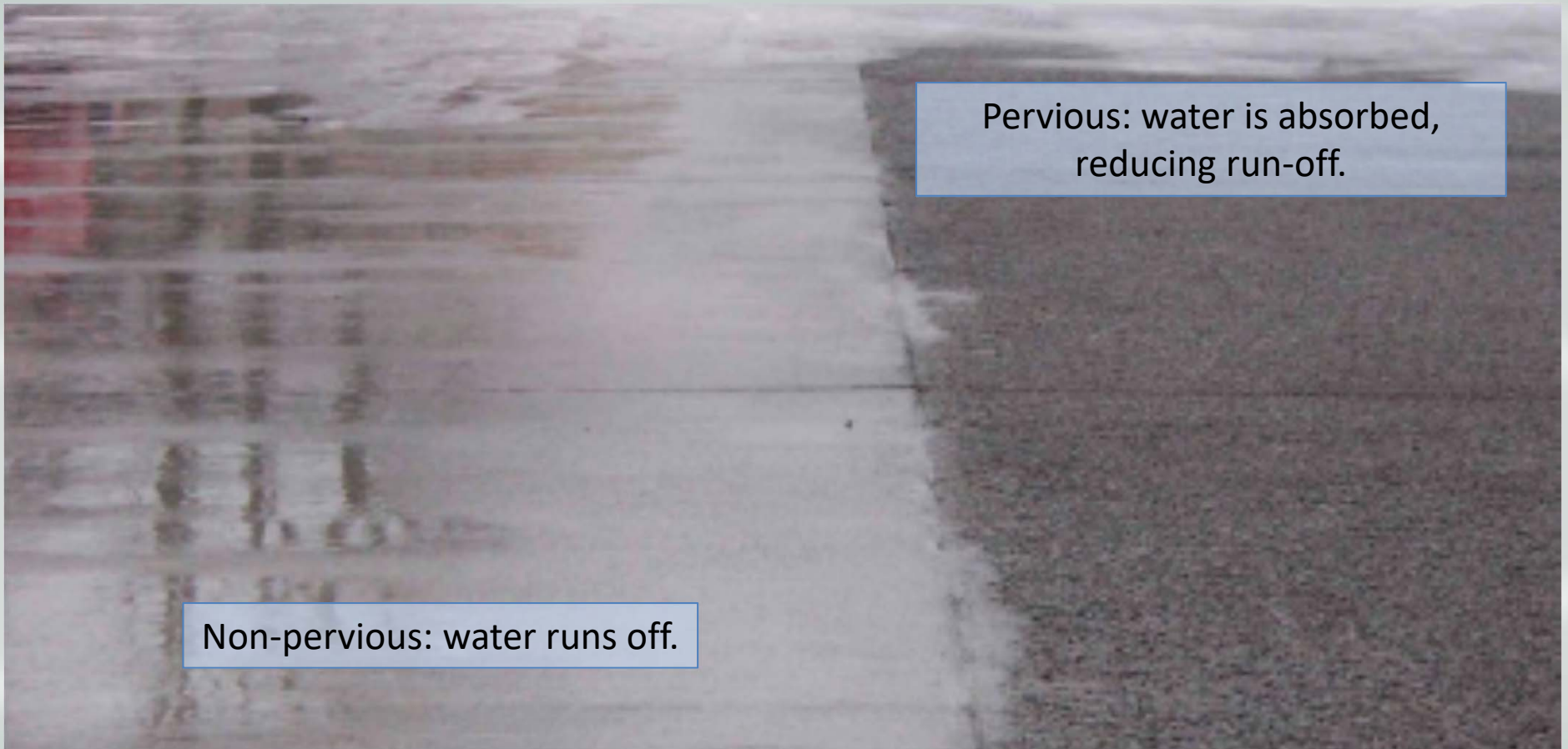
- Planning Commission – September 2, 2021
 - Planning staff presented to the Commission a draft ordinance to amend chapter 17.90 of the Land Use and Development Code by strengthening the definitions of “Permeable Paving” and “Pervious Surface”.
 - The Planning Commission voted (unanimously) to adopt Resolution 2021-718, recommending to City Council approval of **Ordinance 2021-393**.

What is a pervious surface?

Pervious surfaces are those portions of a site not covered with structures or impervious hardscape after development. (Includes *permeable paving*, landscaped areas, and natural areas.)



What constitutes permeable paving?



Well crafted definitions help the City regulate permeable paving systems to ensure they meet pervious surface requirements.



Figure 4-2
Various types of paving units used in PICP

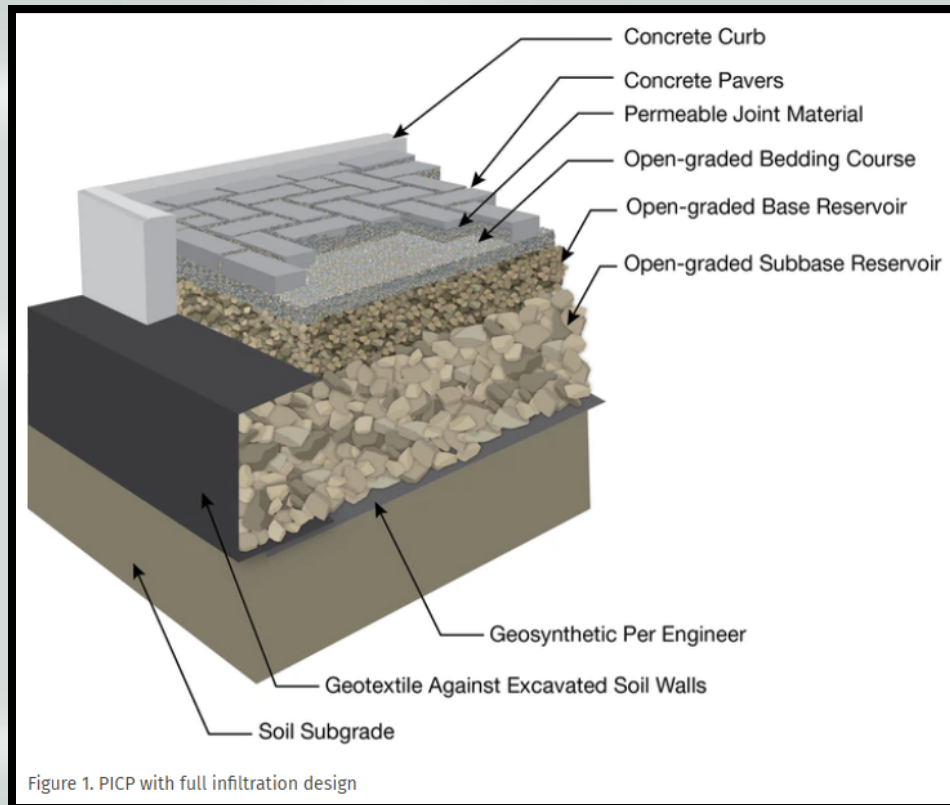
Source: ICPI

Courtesy of ASCE *Design of Permeable Pavement*

Well crafted definitions help the City regulate permeable paving systems to ensure they meet pervious surface requirements.

- The existing definitions of “Permeable Paving” and “Pervious Surface” lack sufficient clarity and specificity, thereby hampering effective application of the standards and requirements, as well as compliance enforcement.
- By incorporating greater specificity and clarity, the revised definitions correct this problem.

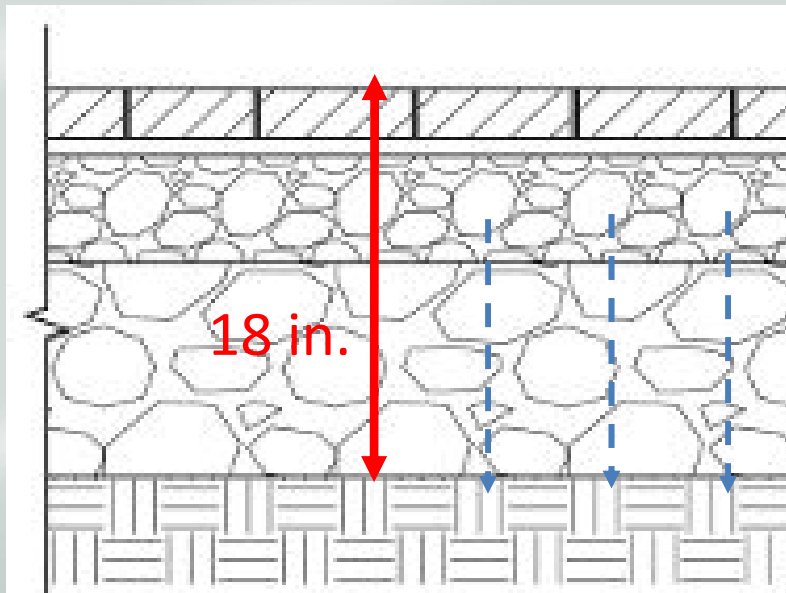
Issues / Problems



- Permeable paving systems are dependent on system design to achieve sufficient water infiltration.
- Not all permeable paving systems actually accomplish water penetration and infiltration, and storm water runoff quantity and velocity can actually increase.

Current Definition of Permeable Paving in CMC section 17.90

The current definition of Permeable Paving (CMC 17.90.020) uses measurable standards, but these parameters are arbitrary and do not actually form a basis for water infiltration.



Permeable paving systems should be defined based on the ability to accomplish water infiltration (instead of runoff), as opposed to using arbitrary measurements of area and depth.



Defining Permeable Paving

GOAL: Establish a realistic design minimum that aids in the intent to reduce storm water runoff.



The American Society of Testing and Materials (ASTM).

- Has established a non-arbitrary and universally accepted method for testing products to quantify infiltration rates and permeability.



The American Society of Civil Engineers (ASCE)

- Has created non-arbitrary and universally accepted design minimums for products and systems utilizing the ASTM testing method.

Specific Design Reference Standards

- **ASTM C1781** – Standard Test Method for surface infiltration rate of Permeable Unit Pavement Systems
- **ASCE 68-18** – Universally understood standards and specifications for Permeable Interlocking Concrete Pavement and similar permeable paving systems

ASTM – Surface Infiltration Testing Method

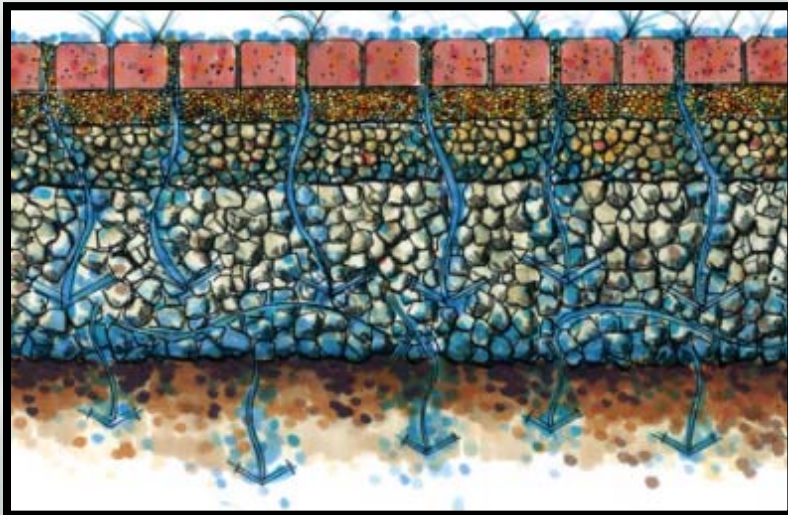
This standard test method is universally accepted for measuring surface infiltration for new and in-place permeable pavement systems.



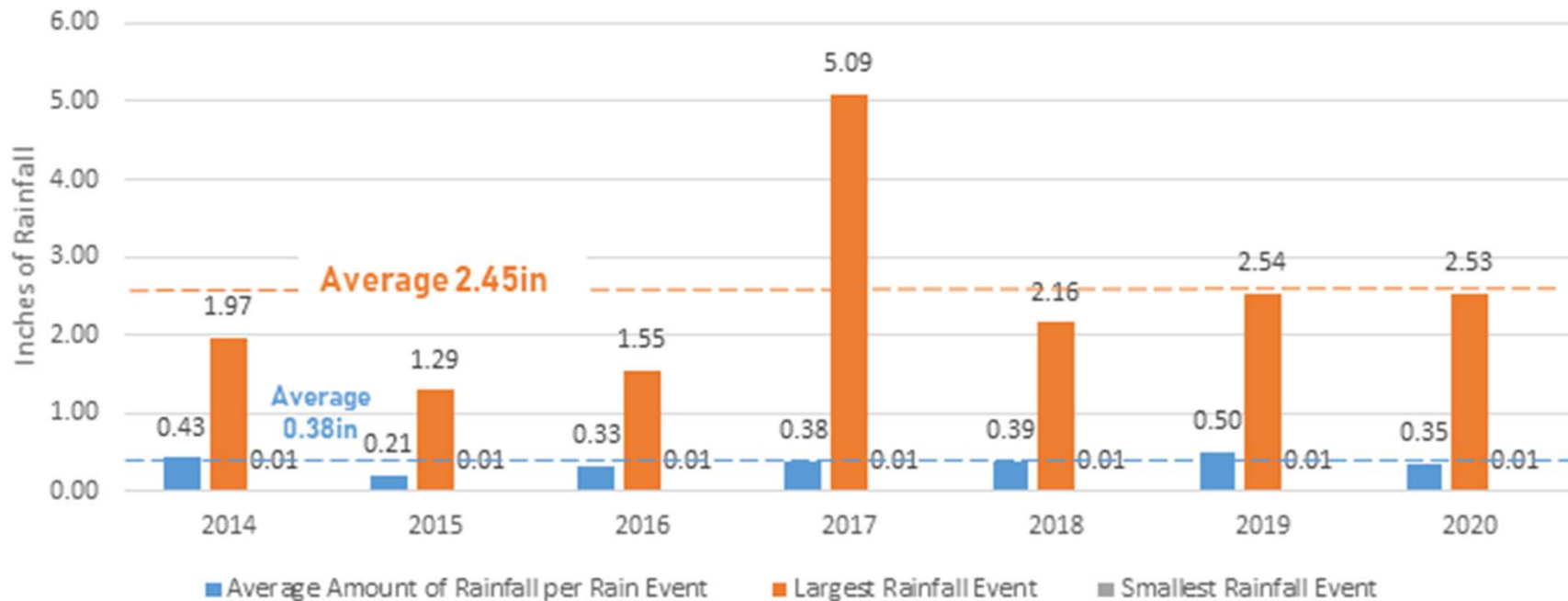
ASCE – Permeable Pavement Design Minimums



- Open area void space: 5% minimum
- In-service infiltration rate: 10in/hr.



(2014 - 2020) Smallest, Largest, and Average Rainfall Events in Calabasas



- The average of all the greatest single 24-hour rain event is **2.45 inches**.
- The overall average amount of rain per event is **0.38 inches**.

Summary

Calabasas rain data (2014 – 20)

- **33 days** of rain on average, representing **9%** of the year
- Average of **2.45 inches** rainfall for the wettest days of the year
- Single greatest amount of rain for one day in the last 7 years was **5 inches**.

Pervious Surface

- Areas that detain or retain storm water, including landscaped areas, natural areas, permeable hard surfaces, and bodies of water.

Permeable Paving

- Minimum of 5% open area or void space
- Minimum of **10 inches per hour** infiltration rate

Proposed Definition for Pervious Surface

“Pervious Surface” means **those** portions of a **property or** site that ~~are only paved with permeable paving materials and are not covered with structures after development.~~ **allow for water penetration into the soil, to a depth of 18 inches or more, such as landscaped areas, natural areas, and developed hardscape areas where permeable paving has been used or which otherwise includes storm water runoff features consistent with Calabasas Municipal Code Chapter 17.26. Pervious surfaces may not be covered with structures that prevent water penetration into soil, to a depth of at least 18 inches. Includes landscaped and natural areas.**

Proposed Definition for Permeable Paving

"Permeable paving" means any paving material **or paving system** that permits water penetration to a soil depth of eighteen (18) inches or more. **Paving systems may include combinations of nonporous surface material poured or laid in distinct and separate sections ~~not exceeding one square foot in area and~~ installed in combination with permeable materials** (examples include crushed stone, gravel or equivalent) **such that at least** two-thirds of the total surface area of ~~a lot that~~ **the system** permits water penetration to a soil depth of eighteen (18) inches or more.

Permeable paving systems that require drainage to the curb or direct connection to the storm drain system do not qualify as permeable paving. Engineered paving systems under this definition include interlocking concrete pavers installed to comply with the standard from the American Society of Civil Engineers (ASCE) – Standard 68-18 for Permeable Interlocking Concrete Pavement, or an equivalent standard for interlocking concrete pavers may be adopted by Resolution by the City Council.

Individual paving units must have a minimum surface open area void space of 5% and a minimum in-service infiltration rate of not less than 10in/hr and complying with ASTM Standard C1781 – Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems, or an equivalent standard as may be adopted by Resolution by the City Council. Alternative designs, which meet infiltration testing in accordance with ASTM Standard C1781, or an equivalent standard as may be adopted by Resolution by the City Council, may be considered subject to review and approval by the Director. Any permeable paving system must be certified by a licensed civil engineer, landscape architect, or other qualified, licensed professional, as meeting the requirements of this definition.

Recommendation

Staff recommends that the City Council introduce and waive reading of **Ordinance 2021-393**, amending the City of Calabasas Land Use and Development Code (Chapter 17.90) by strengthening the definitions of permeable paving and pervious surface.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 12, 2021

TO: HONORABLE MAYOR AND COUNCILMEMEBERS

FROM: ROBERT YALDA, PUBLIC WORKS DIRECTOR

SUBJECT: INTRODUCTION OF ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE, AMENDING CHAPTER 8.16 OF THE CALABASAS MUNICIPAL CODE

MEETING DATE: OCTOBER 27, 2021

SUMMARY RECOMMENDATION:

Staff recommends that the City Council introduce for first reading of Ordinance 2021-396 amending chapter 8.16 of the Calabasas Municipal Code to establish regulations pertaining to Senate Bill 1383: Short Lived Climate Pollutants: Organic Waste Reductions

BACKGROUND:

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016 to reduce organic waste disposal by 75% and increase edible food recovery by 20% by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic recycling ordinance by January 1, 2022. This legislation requires all businesses, residents, and multifamily family apartments to have access to recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

According to CalRecycle, landfills are the third largest source of methane in California. Approximately 34 percent of landfill space is comprised of organic

waste. Food waste alone accounts for approximately 17-18 percent of total landfill disposal. The decomposition of organic waste in landfills is a significant source of greenhouse gas emissions. The goal of SB 1383 is to divert organic waste from landfills, thereby reducing methane emissions.

DISCUSSION/ANALYSIS:

Senate Bill 1383 mandates cities and counties to:

- Provide organic waste collection to all residents and businesses
- Develop and adopt an enforcement mechanism or ordinance by January 2022
- Implement an edible food recovery program that recovers edible food from the waste stream
- Establish a procurement policy to purchase paper products made with recycled content and purchase recycled organic waste products
- Provide outreach and education for generators, haulers, facilities, edible food recovery organizations, and municipal departments
- Maintain accurate compliance records
- Monitor compliance and conduct enforcement

To comply with SB 1383, jurisdictions throughout the state are required to adopt an enforcement mechanism or ordinance by January 2022. The purpose and intent of this Ordinance 2021-396 (Attachment A) is to comply with the State’s mandate and, through education, redistribution, and recycling efforts, reduce potent pollutants such as landfill methane emissions which are major contributors to climate change. This ordinance addresses and incorporates the aforementioned requirements of SB 1383.

SB 1383 allows cities to take an educational approach to enforcement for the first two years of the ordinance being in effect. Starting January 2024, cities must take progressive enforcement actions against organic waste generators that are not in compliance.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact associated with the recommended action.

REQUESTED ACTION:

Staff recommends that the City Council introduce for first reading of Ordinance 2021-396 amending chapter 8.16 of the Calabasas Municipal Code to establish regulations pertaining to Senate Bill 1383: Short Lived Climate Pollutants: Organic Waste Reductions

ATTACHMENTS:

Attachment A: Ordinance 2021-396

**ITEM 6 ATTACHMENT
ORDINANCE NO. 2021-396**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, AMENDING CHAPTER 8.16
(COLLECTION OF MUNICIPAL SOLID WASTE AND
RECYCLABLE MATERIALS) OF THE CALABASAS
MUNICIPAL CODE.**

**THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA DOES
ORDAIN AS FOLLOWS:**

SECTION 1. Chapter 8.16 of the Calabasas Municipal Code is hereby amended to read as follows, with additions denoted by underlined text and deletions denoted by strike-through text.

8.16.010 Findings.

The city council finds and determines as follows:

- A. In order to meet the requirements of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000, et. seq.) including source reduction of the municipal solid waste stream, diversion of municipal solid waste from landfills and conservation of natural resources, it is necessary to regulate the collection of municipal solid waste from residential, commercial, industrial and institutional premises, and to encourage the recycling of solid waste materials.
- B. The mandates of the Environmental Protection Agency, the Southern California Air Quality Management District, and other regulatory agencies, concerning air pollution and traffic congestion management, require the regulation and, where possible, reduction in the number of municipal solid waste collection vehicles and vehicle trips which cause the discharge of air contaminants and create air pollution.
- C. A reduction in the number of waste collection vehicles using the city streets daily will reduce traffic hazards and congestion and promote safety.
- D. The storage, accumulation, collection and disposal of municipal solid waste, including without limitation, garbage, trash, debris and other discarded materials is a matter of substantial public concern in that improper control of these materials may create a public nuisance, air pollution, fire hazard, rat and insect infestation and other problems adversely affecting the public health, safety and welfare.
- E. Regulation of the collection of garbage, refuse, and other discarded materials from all residential, commercial, industrial and institutional properties within the city will provide the most orderly and efficient solution to these problems and will promote the public health, safety and welfare.

- F. The regulation of solid waste handling services in the City of Calabasas will also promote the public health, safety and welfare by requiring the use of newer and safer vehicles, the regular maintenance of these vehicles, and the reduction of spillage and litter on the public streets, by establishing responsibility for the cleaning of solid waste bins and containers, and by providing for accountability to the public.
- G. The public health, safety and welfare will best be served by providing for collection of municipal solid waste and recyclable materials by permittees approved by the city or by one or more exclusive franchises for municipal solid waste and recyclable materials collection services. The city is authorizing the issuance of permits for municipal solid waste, green waste and recyclable materials collection services to qualified applicants. The city is also notifying all existing permit holders, pursuant to Public Resources Code Sections 49520 and 49421, that said permit holders may continue to provide municipal solid waste, green waste and recyclable materials collection services (subject to obtaining the permits required by the city) for up to five years following the issuance of said notice. The five-year period expires on December 31, 2003. The city reserves the right to either continue to issue permits or to enter into one or more franchise agreements after the five-year notice period has elapsed.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.020 Objectives.

This chapter is enacted by the city council pursuant to the following statutory authorization and in order to accomplish the objectives set forth in this section:

- A. Public Resources Code Section 40059 authorizes the city to determine (i) all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding.
- B. Public Resources Code Section 49300 provides that the city may, pursuant to terms and conditions as may be prescribed by its legislative body, contract for the collection or disposal, or both, of garbage, waste, refuse, offal, trimmings or other refuse matter.
- C. Public Resources Code Section 49501 provides that the city may take action, whether by franchise, contract, license, permit or otherwise, whereby the city itself, or one or more other local agencies or solid waste enterprises is authorized or permitted to have the exclusive right to provide

solid waste handling services of any class or type within all or any part of the territory of the city.

- D. It is the intent of this chapter to set forth terms and conditions pursuant to which authorization may be granted by the city council to provide solid waste handling services, and to promote the public health, welfare and safety of the community by establishing reasonable regulations relating to the storage, accumulation, collection and disposal of garbage, trash, rubbish, debris, solid waste and other discarded matter, goods and material.
- E. This chapter shall be construed in a manner consistent with all applicable federal and state laws. If any federal or state agency shall hereafter exercise any paramount jurisdiction over any specific provisions of this chapter, that paramount jurisdiction shall preempt or preclude the exercise of like jurisdiction by the city. Modification of a federal or state law or regulation shall, to the extent applicable to the city, be deemed a part of this chapter as of the effective date of the modification.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.030 Definitions.

The following words and phrases (whether or not capitalized), for the purposes of this chapter, are defined and shall be construed as hereunder set forth:

"Act" means the California Integrated Waste Management Act of 1989, as amended, Public Resources Code Sections 40000, et seq. and following as it may be amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

"Affiliate" means any subsidiary company of the applicant or any parent company of the applicant in which the applicant has a financial interest, and which is directly or indirectly under the operational control of the applicant. An applicant's general contractor, contractor or subcontractor is not an affiliate if the applicant does not have both a financial interest in the affiliate and operational control of the affiliate.

"Applicant" shall mean any individual, firm, limited liability company, partnership, industry, or private corporation, or any other entity that applies to the city for applicable permits or approvals to undertake any construction, demolition, grading, building, tenant improvement, work in the public right-of-way, or renovation project within the city that requires a demolition permit, building permit, grading permit or encroachment permit. An applicant may be the property owner or an authorized agent acting on behalf of the property owner

"Bulky items" means furniture, household or industrial appliances, shipping crates and containers and other large bulky or heavy objects not normally discarded on a regular basis at residential, commercial or industrial premises. It does not include abandoned vehicles.

"City" means the City of Calabasas, a municipal corporation, and all of the territory lying within the municipal boundaries of the city as presently existing or as such boundaries may be modified.

"City employee" means an employee or authorized agent of the City of Calabasas.

"City Manager" shall mean the City Manager of Calabasas or designee.

"Collection" means collection of municipal solid waste and its transportation to a disposal site, collection of recyclable materials and their transportation to a processing facility or market and collection of green waste and its transportation to a mulching or composting facility.

"Commercial, industrial/institutional business owner" means any person, firm corporation or other enterprise or organization holding or occupying, alone or with others, commercial, industrial or institutional premises, whether or not it is the holder of the title or the owner of record of the commercial, industrial or institutional premises.

"Commercial premises" means any property or premises occupied for or devoted to a use permitted in the commercial, institutional and public zones pursuant to the provisions of the Calabasas zoning ordinance, or whose occupant or owner holds a valid business license from the city.

"Construction and demolition waste" or "C&D" debris includes but is not limited to waste building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

"C&D Project" means any construction remodeling, repair, demolition, improvement, encroachment, and grading operations on pavement, houses, commercial buildings, structures and construction sites for which a building, demolition, encroachment or grading permit is required by the City of Calabasas.

"Certified Facility" means a facility that the city has determined to be capable of handling mixed or unmixed loads of C&D debris and diverts from the landfill at least 65 percent by weight from the mixed and unmixed (source separated) loads of C&D debris that are delivered to it and, in addition, is capable of diverting from the landfill at least 75 percent by weight of all inert debris delivered to it.

"Commercial Business" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A multifamily residential dwelling that consists of fewer than five (5) units is not a commercial business for purposes of implementing this ordinance.

"Container" means any wheeled cart, vessel, tank, receptacle, dumpster, bin, or box used or intended to be used for the purpose of holding municipal solid waste or recyclable materials for collection.

"Container owner" means any person appearing to own or control a container. If there is no such person, then the owner of the property at or on which a container or unauthorized container is located.

"Delivery" of municipal solid waste by a waste generator shall be deemed to occur when municipal solid waste is deposited in a receptacle or at a designated collection location pursuant to the city's Municipal Code, or is otherwise discarded. "Delivery" of recyclable materials by a waste generator shall be deemed to occur when recyclable materials are deposited in a receptacle or at a designated collection location that is designated for collection pursuant to the city's Municipal Code or is otherwise discarded.

"Designated disposal location" means the place where the residential householder or commercial, industrial or institutional occupant shall place, and from where the permittee is to collect municipal solid waste and recyclable materials in containers designated for that purpose.

"Development" means any new or existing project, facility, or building, the users of which generate waste within and/or on the property.

"Disposal" means the complete operation of treating and/or disposing of municipal solid waste after the collection thereof.

"Disposal charge" means the portion of the rates included to cover payment of landfill or transfer station tipping fees.

"Diverted, divert, or diversion" means solid waste including C&D debris that is not disposed of.

"Disposal site" means the municipal solid waste facility or facilities designated by the city for the ultimate disposal (by the franchisee or permittee) of municipal solid waste collected by the franchisee or permittee. The disposal site may include, but is not limited to, a municipal solid waste landfill, a municipal solid waste transfer or processing station, or a combination thereof.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not solid waste or organics if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

"Electronic waste" means intact, discarded cathode ray tube materials including televisions, computers and laptop computers.

"Enforcement costs" means the cost of enforcing the requirements of this chapter regarding unauthorized containers and includes, but is not limited to, court costs; attorneys' fees; and other costs and expenses associated with site inspections, investigations, obtaining warrants, preparing for and conducting hearings, removal, transportation, storage, handling, disposal, and destruction of any unauthorized container and its contents.

"Enforcement officer" means any city official, agent or employee authorized to enforce this chapter.

"Environmental laws" means all federal and state statutes and county and city ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Clean Water Act, 33 U.S.C. Section 1351 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 et seq.; as currently in force or as hereafter amended and all rules and regulations promulgated thereunder.

"Exempt waste" means biohazardous or biomedical waste, Hazardous waste, waste treatment or processing sludge, contaminated soil and dirt, contaminated concrete, contaminated asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, any matter or materials which are not acceptable for disposal at a solid waste landfill as defined in AB 939 and subsequent legislation, and those wastes under the control of the Nuclear Regulatory Commission.

"Food recovery organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including food recovery services that transport food for recovery. This includes, but is not limited to:

- a. A food bank as defined in Section 113783 of the Health and Safety Code;
- b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
- c. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

"Franchisee" means a solid waste enterprise which has an agreement approved by the city council authorizing it to collect, transport, and remove municipal solid waste within and from the city.

"Garbage" means all putrescible and nonputrescible solid, semisolid, and liquid wastes generated or accumulated through the normal activities of a premises. All non-recyclable packaging and putrescible waste attributed to normal activities of a premises. Garbage must be generated by and at the premises wherein the garbage is collected. Garbage does not include recyclables, organic material, construction and demolition debris, bulky items, e-waste, universal waste, hazardous waste, Household Hazardous Waste or exempt waste.

"Green waste" means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities. Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green waste does not include plastic bags, bricks, rocks, gravel, large

quantities of dirt, concrete, sod, non-organic wastes, loose fruits and vegetables, tree trunks, stumps, branches more than six inches in diameter or three feet in length, or pet waste.

"Hazardous waste" means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. "Hazardous waste" includes all substances defined as hazardous waste, extremely hazardous waste or acutely hazardous waste in California Health and Safety Code Sections 25110.02, 25115 and 25117 or in future amendments to or recodifications of such statutes or identified and listed as hazardous waste by the U.S. Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.).

"Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veteran's Day and Christmas Day. Holiday also means any other day designated as such in a contract between a permittee and the labor union serving as the exclusive representative of that permittee's employees provided the holiday is established or recognized by resolution of the city council.

"Impound period" means the period commencing on the date the city, or its agents, take possession of an unauthorized container and ending thirty (30) days from that date.

"Industrial premises" means any property occupied or used for any purpose (other than residential or commercial uses) authorized or permitted in the industrial zones under the provisions of the Calabasas zoning ordinance.

"Institutional premises" means premises occupied by educational, health care, correctional, research and other similar facilities.

"Manager" or "city manager" means the city manager of Calabasas or his/her designee of the city.

"Manure" means the waste droppings from any animal not disposed of through sewers or on-site waste water systems.

"Market refuse" means vegetable or animal waste resulting from the preparation of vegetables, fruit, or meat in markets or packing houses for public sale.

"Materials recovery facility" means a facility operated to sort incoming municipal solid waste or commingled recyclable materials for the purpose of segregating certain types of recyclable materials, processing said recyclable materials to prepare them for market, and marketing the segregated and processed recyclable materials.

"Medical waste" means any waste generated from any laboratory or medical facility which requires special handling or a specific permit for the collection and transportation of this waste category.

"Miscellaneous debris" means any and all trash, rubbish, debris or other abandoned or discarded materials not otherwise defined as rubbish, garbage, market refuse, rendering waste, recyclable material or manure.

"Multi-family premises" means any residential property in the city containing five or more dwelling units located on a single parcel of land and any mobile home park located within the city. Multifamily premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

"Municipal solid waste" means all discarded putrescible and non-putrescible solid, semi-solid and liquid wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition wastes, discarded home and industrial appliances, manure, vegetable or animal solid or semi-solid wastes and other discarded substances or materials.

Municipal solid waste does not include (1) hazardous waste, (2) low-level radioactive waste regulated under California Health and Safety Code Section 25800 et seq., (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Section 25015 et seq., or (4) recyclable materials which have been segregated from waste material by the waste generator.

"Officer" means the president, vice president, treasurer or other duly designated representative of a franchisee or permittee.

"Organic Matters" or "Organics" means material that can biologically decompose into a specific mixture of decayed matter, including without limitation, green waste and food waste which means food scraps separated from solid waste that will decompose and/or putrefy including all residential and commercial kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs. The terms Organic materials and Organics are used interchangeably.

"Organic Waste Generator" means a person or entity that is responsible for the initial creation of organic materials, or as otherwise defined in 14 CCR Section 18982(a)(48) of SB 1383.

"Owner" or "property owner" means the person or persons who owns, occupies or controls real property to which municipal solid waste collection services are provided.

"Parcel of real property" means a parcel of real property as shown on the local secured tax rolls of the county of Los Angeles.

"Permittee" means a municipal solid waste collector who has obtained a permit to collect transport and remove municipal solid waste and/or recyclable materials within and from the City of Calabasas.

"Person" means, without limitation, an individual, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

"Premises" means any land or building in the city where municipal solid waste is generated or accumulated.

"Public agency" means any governmental agency or department thereof, whether federal, state or local.

"Recoverable material" means material which is capable of being retrieved or diverted from disposal or transformation for the purpose of recycling, reuse, and

composting. Recoverable material does not include those materials generated from and reused on-site for manufacturing purposes.

"Recyclable materials" means materials which are capable of being recycled and which are segregated from waste material for collection and recycling, rather than collection and disposal. Recyclable materials includes, without limitation, glass, plastic or metal food or beverage containers (excluding ceramics and chemical containers); aluminum cans, foil, pie tins and similar items or bi-metal cans; PET plastic soda or water bottles or other bottles with the designated "PET" symbol; HDPE plastic milk and water bottles with the designated "HDPE" symbol; LDPE shrink wrap, plastic bags with the "LDPE" symbol; newspaper, cardboard, computer print out (excluding carbon paper); white ledger paper, junk mail, office paper and such additional materials as the city council may designate from time to time.

"Recycle" and "recycling" mean the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become municipal solid waste and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

"Recycling container" means a container provided to residential premises for use in collecting and moving recyclable materials to curbside for collection. Said container shall have a capacity of at least thirty-four (34) gallons and shall be marked with the city recycling logo. The type, color and design of the container provided shall be subject to approval by the city manager. "Recycling container" shall also refer to a container used by commercial, institutional and industrial premises for storing and collecting recyclable materials.

"Refuse" includes garbage and rubbish.

"Rendering waste" means dead animals, hides, fat or bones of animals, grease, meat scraps, and other similar materials being stored, collected or transported to a rendering plant for processing.

"Residential householder" means any person owning or occupying residential premises, whether or not the owner, singly or with his or her family, within the city.

"Residential owner" means the owner of any residential premises in the city.

"Residential premises" means any residential property in the city, except multiple dwellings containing five or more dwelling units.

"Rubbish" means, without limitation, the following items: waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all similar articles which will burn by contact with flames or ordinary temperatures; and ashes, crockery, china, pottery, metal wire and other similar materials which are rejected by the owner or producer thereof.

"SB 1383" means the Short-Lived Climate Pollutants: Methane Emissions: Dairy and Livestock: Organic Waste: Landfills Act of 2016. Article 4 Title 14, Division 4, Chapter 12 of the California Code of Regulations.

"Segregated from waste material" means (1) the placement of recyclable materials in separate containers by the waste generator, (2) the binding or bundling

of recyclable materials separately from waste material by the waste generator, (3) the physical separation of recyclable materials from waste material by the waste generator.

"Self-Hauler" means a person who hauls solid waste, organics or recyclables he or she has generated to another person. Self-hauler also includes a person who back-hauls solid waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting organics to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

"Solid Waste" means garbage, recyclables, organic materials, construction and demolition debris, bulky items, e-waste, universal waste, and other discarded solid and semi-solid wastes as defined in the California Public Resource Code Section 40191, as that section may be amended from time to time. Solid waste means all such materials defined in PRC 40191. Solid waste does not include exempt waste or any of the following wastes: (1) hazardous waste other than e-waste; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act.

"Solid waste collection" means the collection, transportation, hauling, altering, shredding, compacting, processing, moving, removing, collecting, purchasing, selling, transporting, or disposing of solid waste within the city limits

"Solid waste enterprise" means any individual, partnership, joint venture, unincorporated private organization, or private corporation regularly engaged in the business of providing municipal solid waste collection and disposal services.

"Tier One Commercial edible food generator" means commercial edible food generator that is one of the following:

- a. Supermarkets with gross annual sales of \$2,000,000 or more.
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider.
- d. Wholesale food vendor.

"Tier Two Commercial edible food generator" means a commercial edible food generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. Large venue.
- e. Large event.
- f. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- g. A local education agency facility with an on-site food facility.

"Ton" means a short ton of two thousand (2,000) pounds avoirdupois.

"Tonnage form" means the document designated by the city which is used to determine the net amount of municipal solid waste and/or recyclable materials delivered to a disposal site or a processing facility.

"Tonnage report" means a tonnage form or a copy of such form prepared by a permittee, or an officer or agent of the permittee. Tonnage reports shall also include necessary information to verify the report or supplied information.

"Transformation" means the burning, combusting, pyrolysis or other type of incineration of municipal solid waste as described in Public Resources Code Section 40201.

"Transportation" means the process of moving municipal solid waste and/or recyclable materials through the city by means of a motor vehicle.

"Unauthorized container" means any container which is deposited, placed, or left in violation of this chapter.

"Unauthorized solid waste enterprise" means any solid waste enterprise without a valid permit or franchise or a permittee or franchisee acting outside the scope of its permit or franchise.

"Waste generator" means the owner or occupant of premises which initially produce municipal solid waste and/or recyclable materials.

"Weight tickets/invoices" means receipts provided by a disposal site, a composting facility or a material recovery facility reflecting the net amount of municipal solid waste, green waste or recyclable materials delivered by a permittee. (Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998) (Ord. No. 2009-266, §§ 1, 2, 10-28-2009)

8.16.040 Permit requirements.

No person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas. No permit issued by any other local governmental agency authorizing collection of municipal solid waste or recyclable materials shall be valid in the city. persons performing municipal solid waste and/or recyclable materials collection on January 1, 1999 may continue to operate only until the right to do so is terminated or revoked, or until the expiration of the notice provided to them in compliance with Public Resources Code Sections 49520 and 49521 or any extension of that time period approved by the city, and only if such persons have obtained all applicable licenses and permits from the city. All such permittees shall comply with the requirements of this chapter.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.050 Permit application.

Applications in a format specified by the city shall include, but not be limited to:

- A. Name and home address of applicant.
- B. Business address and addresses where all vehicles will be stored.

- C. Form of organization such as proprietorship, partnership, joint venture, or corporation, and the names and home addresses of owners and officers and their percentage of ownership, if greater than five percent.
 - D. A description of each vehicle and other equipment that the applicant owns or has under its control, including the age and mechanical condition of each vehicle, a statement as to whether said vehicle is self-loading, leakproof, meets the requirements contained in Sections 8.16.340 and 8.16.350 of this chapter, the service in which each vehicle shall be placed and evidence that the applicant owns or has the right to the use of said vehicles.
 - E. A statement of applicant's experience and a list of other jurisdictions where applicant collects municipal solid waste and recyclable materials.
 - F. Any additional facts, which demonstrate that the applicant is able, at all times, to comply with city laws and to provide service in a safe and efficient manner and to render efficient service.
 - G. A copy of applicant's current financial statement.
 - H. A list of clients which the applicant will service in the city and a map of the applicant's service area.
 - I. The classification of property to be serviced by the applicant and the classification of municipal solid waste and recyclable materials to be collected by the applicant.
 - J. Proposed rates to be charged by applicant.
 - K. A statement as to whether the applicant has been convicted of any felony or misdemeanor, the nature of the offense, and the punishment or penalty assessed therefor, inclusive of traffic violations not constituting a felony.
 - L. Detailed information regarding the method by which the applicant will provide recycling services as required by this chapter, and a listing of all customers in city currently receiving recyclable material collection service from applicant.
 - M. Requested tipping receipts, weight tickets/invoices and supporting documentation.
 - N. A statement signed and dated by an authorized representative of the applicant stating that applicant has read and reviewed the requirements of this chapter and agrees to abide by all the requirements herein if issued a permit by the city.
 - O. Any other information requested by the city manager.
- (Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.060 Permit fees.

Each permittee shall pay a yearly fee in an amount determined by resolution of the city council.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.070 Permit term.

Any permit issued under this chapter shall be for a term of three years. All three-year permits issued on or after January 1, 2001 are subject to early termination by the city on or after December 31, 2003 which is the date that the five-year notice period given pursuant to Public Resources Code Sections 49520 and 49521 expires. Upon expiration of the five-year notice period on December 31, 2003, the city reserves the right to either continue to issue permits and allow existing permittees to continue to operate in the city, or to enter into one or more exclusive or non-exclusive franchise agreements for collection of municipal solid waste, recyclable materials and/or green waste in the city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.075 Permit extension.

Valid permits issued under this chapter may be eligible for an extension of time based on criteria established by city council resolution. Criteria for permit extensions may include, but are not limited to the following:

- A. Diversion performance;
- B. Customer satisfaction;
- C. Timely and accurate reporting;
- D. Public education service;
- E. Coordination with street sweeping;
- F. Clean air vehicle use.

(Ord. 2004-192 § 1 (part), 2004)

8.16.080 Transfer of permit.

A permit issued under this chapter shall not be transferred, delegated, subcontracted or assigned. No permittee shall sell, assign, hypothecate, relinquish, surrender or transfer its interest in a permit to any person or allow another person or entity to use its permit in any act for which a permit is required without the written consent of the city council. The restriction includes the transfer of ownership or the majority of ownership or control of the permittee, or a transfer of a majority of the permittee's stock to another person or entity. The restriction includes the transfer of a permit by merger, acquisition or any other means which results in any moneys derived from collection operations in the city being received by any person or entity not listed as an owner in the permit application on file with the city, as submitted by a permittee pursuant to Section 8.16.050 of this chapter.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.090 Denial of permit.

After review of the permit application, the city manager may deny the issuance of a permit based on information disclosed in the permit application. Denial of a permit may be based on an incomplete application, failure to demonstrate qualifications or financial responsibility necessary to comply with the requirements of this chapter, failure to supply required reports, or previous violations of any

provision of this chapter. Upon denial, the city manager shall provide the applicant written notification of the reasons therefor and shall include the effective date of such denial. Written notification of denial shall be delivered in person or by certified first class mail to the applicant.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.100 Revocation of permit.

After a hearing as provided for in this chapter, the city manager may revoke or suspend any permit if the permittee has violated a provision of this chapter or of the permit agreement or any other applicable law, ordinance or regulation of any public agency. It is unlawful for any permittee to operate under a permit which has been revoked or suspended.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.110 Interim suspension.

The city manager, without a hearing, may suspend a permit for not more than sixty (60) days, if the city manager finds that continued operation by the permittee will constitute a threat to the public health, safety or general welfare.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.120 Notice of hearing.

The city manager, or his or her agent, shall serve a notice of the hearing of revocation of permit on the permittee by first class mail not less than fifteen (15) days prior to such hearing.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.130 Notice of ruling.

In the event of the revocation of a permit, the city manager shall notify the permittee in writing of the reasons therefor. Such notification may be made in person or by registered/certified mail. The notice of ruling shall include, without limitation, the effective date of any revocation of a permit to collect municipal solid waste and/or recyclable materials in the city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.140 Appeals.

A permittee may appeal the revocation or denial of a permit, provided written notice is received by the city clerk of Calabasas within fifteen (15) calendar days after notice by the city manager of revocation or denial or any notice of ruling from the city manager advising of the revocation or denial of a permit. Written notice sent to the city clerk requesting an appeal shall address specific reasons why an appeal should be granted and shall address the issues brought forth in the notice of ruling.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.150 Council action.

The city council may either affirm the action of the city manager, refer the matter back to the city manager for further consideration, or set the matter for hearing before itself. If the council sets the matter for hearing, and a hearing has been conducted, the city council may uphold the decision of the city manager to revoke, deny or suspend a permit, award a permit, refer the matter back to the city manager for further review or issue a conditional or probationary permit. If the council sets the matter for hearing, it shall base its action upon the standards delineated in Section 8.16.090 of this chapter. Notice of such hearing shall be sent to the applicant or permittee not less than fifteen (15) days prior to the hearing.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.160 Customer notification.

Upon revocation or denial of a permit by the city manager or the city council on appeal, the permittee shall cease operations in the city within the period of time determined by the city manager or city council on appeal but in no event shall the permittee operate for more than forty-five (45) days after notice of revocation or denial.

The permittee shall provide each of its customers written notification by certified mail of termination of service within ten (10) days of revocation or denial of permit. Such notice shall have attached a listing of current permittees in the city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.170 Franchise requirement.

The city council may authorize, by franchise, a solid waste enterprise to provide solid waste handling services for residential, commercial, industrial and institutional users or customers. In the sole discretion of the city council, the solid waste handling services may be authorized on an exclusive or non-exclusive basis, and with or without competitive bidding, and may relate to any class or type of solid waste within all or any part of the territory of the city. Except for permittees authorized as provided herein, no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been awarded a solid waste collector franchise and having entered into a franchise agreement with the city. Such franchise may be in addition to any business license or permit otherwise required by the city.

Except for the provisions relating to application for permits, all such franchisees shall comply with all of the requirements of this chapter unless otherwise specified in the franchise agreement.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.180 Revocation of franchise.

After a hearing as provided for in this part, the manager may revoke or suspend any franchise if the franchisee has violated a provision of this chapter or of the franchise agreement or any other applicable law, ordinance or regulation of any public agency. It is unlawful for any person to operate under a franchise which has been revoked or suspended.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.190 Interim suspension.

The city manager, without a hearing, may suspend a franchise for not more than sixty (60) days, if the city manager finds that continued operation by the franchisee will constitute a threat to the public health, safety or general welfare of the city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.200 Notice of hearing of revocation of franchise.

The city manager or his/her agent shall serve a notice of revocation of franchise on the franchisee by first class certified mail not less than fifteen (15) days prior to such hearing.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.210 Revocation.

In the event of the revocation of a franchise, the city manager shall notify the franchisee within forty-eight (48) hours in writing of the reasons therefor. Such notification may be made in person or by registered/certified mail. The notice shall include, without limitation, the effective date of any revocation of franchise to collect municipal solid waste and/or recyclable materials.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.220 Appeals.

A person may appeal the revocation of a franchise provided written notice is received by the city clerk of the City of Calabasas within fifteen (15) calendar days after notice by the city manager of revocation or any notice of ruling from the manager advising the revocation of a franchise. Appeals requesting a hearing should address the reasons for the appeal.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.230 Council action.

The city council may either affirm the action of the city manager, refer the matter back to the city manager for further consideration, or set the matter for hearing before itself. If the council sets the matter for hearing, and a hearing has been conducted, the council may uphold the decision of the city manager to revoke, deny or suspend a permit, award a permit, refer the matter back to the city manager for further review or issue a conditional or probationary permit. If the council sets the matter for hearing, it shall base its action upon the standards delineated in Section 8.16.090 of this chapter. Notice of such hearing shall be sent to the franchisee not less than fifteen (15) days prior to the hearing.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.240 Customer notification.

Upon revocation or denial of a franchise by the city manager or city council on appeal, the franchisee or collector shall cease operations in the city within the time

period determined by the city manager or council on appeal, but in no event shall the franchisee or collector operate for more than forty-five (45) days after notice of revocation or denial.

The franchisee shall provide each of its customers written notification by certified mail of termination of service within ten (10) days of revocation or denial of franchise. Such notice shall have attached a list of all current permittees and franchisees in the city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.250 Permittee's liability insurance.

Each permittee shall, at permittee's sole cost and expense, obtain and maintain in full force and effect each of the following minimum insurance requirements:

- A. A comprehensive general liability policy with a minimum limit of not less than two million dollars (\$2,000,000.00) combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages, with any self-insured retention not exceeding one hundred thousand dollars (\$100,000.00) per occurrence:
 1. Premises operation;
 2. Blanket contractual; and
 3. Completed operations.
- B. A comprehensive automobile liability policy with minimum limit of not less than two million dollars (\$2,000,000.00) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used by the permittee in performing services in or for the City of Calabasas, with any self-insured retention not exceeding one hundred thousand dollars (\$100,000.00). Any and all mobile equipment which is not covered under this comprehensive automobile policy shall have said coverage provided for under the comprehensive general liability policy.
- C. Each of the following endorsements shall be made a part of the above required policies as stipulated below:
 1. "The City of Calabasas, its employees, officers, agents and contractors are hereby added as additionally insured."
 2. "This policy shall be considered primary insurance as respects any other valid and collectable insurance the City of Calabasas may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only."
 3. "The insurance shall act for each insured, and additional insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."
 4. "Thirty (30) days prior written notice shall be given to the City of Calabasas in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason. Such notice shall be sent to:

City Manager, City of Calabasas, 26135 Mureau Road, Calabasas, CA 91302-3172."

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.260 Worker's compensation and employer's liability.

Each permittee shall, at permittee's sole cost and expense, obtain and maintain in full force and effect for the term a worker's compensation and employer's liability policy written in accordance with the laws of the state of California and providing coverage for any and all employees of permittee. This policy shall provide for:

- A. Coverage for worker's compensation (Coverage A).
- B. Coverage for one million dollars (\$1,000,000.00) employer's liability.
- C. An excess umbrella liability policy with a minimum of not less than three million dollars (\$3,000,000.00) per occurrence.

Prior to the issuance or renewal of a permit from the city, each permittee shall furnish the city certificates of each policy of insurance required herein in form and substance satisfactory to the city attorney. Such certificates shall show the type and amount of coverage, effective dates, and dates of expiration of policies, and shall have all required endorsements attached. Renewal certificates shall be furnished periodically to the city to demonstrate maintenance of the required coverages.

Any insurance company providing insurance or any surety providing a bond required herein shall be an admitted insurer/surety in the state of California with a best rating of at least "A," Class VIII or larger. No change in these requirements may be made without the prior written approval of the city, which it is under no obligation to provide.

If the permittee fails to maintain any insurance required herein, the city may immediately revoke permittee's permit and permittee shall immediately cease municipal solid waste and recycling collection operations within city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.270 Indemnification.

A. Indemnification by Permittee.

Each permittee shall indemnify, defend with counsel approved by city and hold harmless the city, its officers, employees and agents (collectively, "indemnitees"), from and against any and all loss, liability, penalty, fine, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial, legislative or administrative in nature including, but not limited to, injury to and death of any person and damage to property or for contribution or indemnity claimed by third parties (collectively, the "claims"), arising out of or occasioned in any way by, directly or indirectly, (1) the negligence or willful misconduct of permittee, its officers, employees, agents, affiliates and/or subcontractors in performing services in city; (2) the failure of permittee, its officers, employees, agents, affiliates and/or subcontractors to comply in all respects with the provisions of Article V, Chapter 2 of the Calabasas Municipal Code, applicable laws (including, without limitation,

the environmental laws) and regulations, and/or applicable permits and licenses; and/or (3) the acts of permittee, its officers, employees, agents, affiliates and/or subcontractors in performing services in city for which strict liability is imposed by law (including, without limitation, the environmental laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by the negligence of others, including that of any of the indemnitees; provided, however, that this indemnity does not extend to claims to the extent that they are caused solely by the active negligence of the city, its officers, employees or agents, or that they are caused by the intentional misconduct of or breach of contract by the city, its officers, employees or agents.

Upon the occurrence of any claim, permittee, at permittee's sole cost and expense, shall defend the city, its officers, employees, and agents, provided, however, that in the event the named parties to any such claim (including any impleaded parties) include both the permittee and the city, and if the city has one or more legal defenses available to it which are in direct conflict with the best interests of the permittee and which therefore preclude the same counsel from representing the city and permittee jointly, then the city shall have the right to select separate counsel, with the consent of permittee which will not be withheld unreasonably, at the sole cost and expense of permittee to pursue such legal defenses and to otherwise participate in the defense of such action on behalf of the city to the extent that joint representation of the city and permittee is not permissible because of conflicts of interest between the city and permittee.

B. Hazardous Substances and CERCLA Indemnification.

Permittee shall indemnify, defend with counsel approved by city, protect and hold harmless city, its officers, employees, agents, assigns, volunteers and any successor or successors to city's interest (collectively, "indemnitees") from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid (collectively, "claims"), incurred or suffered by, or asserted against, city or its officers, employees, agents, or permittee arising from or attributable to any pickup, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether or not undertaken due to governmental action) concerning any hazardous substances or hazardous wastes including the release of such substances or wastes at any place where permittee stores or disposes of municipal solid waste, provided that this indemnity does not extend to claims to the extent that they are caused solely by the negligence or willful misconduct by an indemnitee. The

indemnity provided in this section shall apply to claims arising from acts or omissions of permittee. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify city from all liability.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.280 Bonds.

Prior to the issuance or renewal of the permit, permittees shall secure and deliver to the satisfaction of the city a performance or cash bond in the amount of ten thousand dollars (\$10,000.00). Said performance or cash bond shall serve as security for the faithful performance of all conditions and provisions of this chapter and shall be on terms acceptable to the city attorney. The bond shall remain in force during the life of the permit and all renewals thereof.

The bond shall be in favor of the city and shall not extend to the right of recovery against the sureties by third persons. After any recovery against the bond by the city, the bond amount shall be restored to the required sum of ten thousand dollars (\$10,000.00). The bond may contain a provision giving the sureties the option to cancel the bond upon first giving notice in writing, not less than thirty (30) days before the effective date of the cancellation to the city manager; provided, however, such cancellation shall not impair the right of the city to reimbursement for the correction of conditions resulting from the violation of this chapter or any contract or resolution made pursuant to the provisions of this chapter, which violations occurred before the effective date of the cancellation of the bond, whether the work of correction was performed before or after such effective date. In the event of suspension, cancellation, or termination of the bond by the provider, the permit issued pursuant to this chapter shall be immediately suspended until a new bond is provided, and the permittee shall be liable to the city for any and all damages suffered by the city arising out of such suspension, cancellation or termination.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.290 Office for inquiries and complaints.

Permittees shall maintain an office at a fixed place and shall maintain a telephone at the office listed in the current telephone directory in the name under which it conducts business in the city and shall have a knowledgeable representative of permittee available during office hours to communicate with the city and members of the public in person and by telephone between the hours of eight p.m. and five p.m. Monday through Friday, except for holidays. Permittees shall maintain a telephone system in operation at their office during business hours. Permittee shall arrange for its telephone number to be printed on all of permittees' bills and invoices. The telephone shall be on a toll-free exchange for all residents of the city. Permittee's telephone system may employ a voice mail system, however, callers must be able to reach a customer service representative in less than two minutes. Callers shall not

be placed "on hold" or in the voice mail system for a period of time exceeding two minutes.

Permittees shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints relevant to service and billing. Complaints shall be investigated within twenty-four (24) hours and appropriate action taken. Permittees shall record in a separate log, the form of which is approved by the city, all complaints, noting the name and address of the complainant, the date and nature of the complaint and the date and nature of resolution. The complaint log shall be available for inspection by the city during normal business hours. In addition, permittees shall submit, by the twentieth (20th) day of January, April, July and October, a copy of the complaint log for the preceding month. Compliance with the requirements of this section are conditions to any permit or franchise awarded by the City of Calabasas.

A. Authority of City.

The city or the city's agent shall have the right, but not the duty, to inspect at any reasonable time each permittee's operations, equipment and performance of services to determine whether the permittee is performing in compliance with the laws of the state of California, city ordinances, and the laws and regulations of any other governmental agency. Permittees shall fully cooperate with the city in such inspections.

B. Quantity of Municipal Solid Waste.

In the event of a dispute between a permittee and a customer as to the quantity of municipal solid waste that such customer has placed for collection, the city shall investigate and make a determination and such determination shall be binding on the permittee.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.300 Permits, licenses, taxes and compliance with laws.

Permittees shall obtain, and maintain any and all permits and licenses required by law from the appropriate city, state or federal governing agency or body.

Permittees shall conform to and abide by all of the rules, regulations and ordinances of the city, and all laws of the state of California or the federal government, governing the collection, hauling and disposal of municipal solid waste and recyclable materials.

Permittees shall conform to and abide by all the valid rules, regulations and ordinances of any governmental entity through which municipal solid waste may be hauled or in which municipal solid waste may be disposed of governing the collection, hauling and disposal of municipal solid waste.

Permittees shall pay all federal, state and local taxes, including sales taxes, social security taxes, etc., which may be chargeable against the labor, material, equipment

or other items necessary in the performance of municipal solid waste and recyclable materials collection in city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.310 Rates.

A. Rates to Be Charged.

The city council may, by resolution, establish maximum rates to be charged to residential owners and householders and commercial, industrial and institutional business owners by permittees for providing municipal solid waste, green waste and recyclable materials collection services. The city council may, as part of the establishment of maximum rates to be charged, establish a variable or graduated rate for residential solid waste collection service such that waste generators generating smaller quantities of municipal solid waste and using smaller solid waste storage containers are charged less than those waste generators generating larger quantities of municipal solid waste and using larger solid waste storage containers. No permittee shall charge any rate or fee which is greater than the rate established by the city council, unless otherwise authorized in this chapter.

B. Notification.

Prior to implementing a rate increase, permittees shall provide written notification to customers of the rate increase thirty (30) days prior to the effective date of the rate increase. The written notice shall include the amount of the rate increase, the effective date of the rate increase, and the reason for the rate increase. The written notification shall be sent to customers by first class mail, with a copy sent to the city manager. Permittees shall provide the city with the modified rate schedule within forty-five (45) days prior to the date of the rate increase.

C. Fees for AB 939 Surcharge.

The city council may, by resolution, establish a city surcharge, to cover the cost of implementing source reduction and recycling programs in order to comply with the act, to be charged to residential owners and householders and commercial, industrial and institutional business owners by permittees.

D. Fees Collected by Permittees on Behalf of City.

City may impose certain fees as part of the rates established for municipal solid waste and recyclable materials collection service to fund recycling, source reduction, household hazardous waste or other similar programs. City may also find it necessary to impose fees as part of the rates established for municipal solid waste and recyclable materials collection service due to new or existing federal or state laws or regulations. If and when the rate schedule is modified to include such fees, each permittee shall collect said fees as part of the billing process and shall remit said fees to the city on a quarterly basis by the twentieth (20th) day of January, April, July, and October for the preceding quarter's fees. In the event of permit revocation, the balance due for the quarter during which revocation occurs shall be paid within thirty (30) days of the date of revocation.

Each permittee shall submit a report to the city on the fifteenth (15th) day of each month describing the amount of such fees billed and collected during the preceding month.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.320 Collection of charges.

A. Billing.

The billing and collection of the rates, fees and charges authorized by the city council for municipal solid waste and recyclable materials collection, processing and disposal services shall be the responsibility of the permittee, and the city shall have no liability or responsibility therefor.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.330 Records and reports.

A. Municipal Solid Waste Collection Operations.

1. Daily Records.

Permittees shall compile, on a daily basis, records of all municipal solid waste collection operations covering those aspects of the operations, and in such detail, as the city may prescribe. Such records shall include, but are not limited to:

- a. Quantities of municipal solid waste collected, by customer category (e.g., residential, commercial, industrial, institutional, multi-family);
- b. Number and categories of accounts served by each route, with each route identified by route number on a map provided to the city;
- c. Labor allocation information (e.g., amount of time spent in the city by service);
- d. Production data (e.g., tons of municipal solid waste collected per route, per worker hour, per worker day);
- e. Customer complaints;
- f. General information, such as annual tons collected per residential household or per type of business;
- g. Tons delivered to the disposal site(s), per day, per week, per month, per year;
- h. Rates charged for collection of municipal solid waste from residential, commercial, industrial and institutional customers in city.

Permittees shall also provide to the city similar information which the city may request in order to evaluate the effectiveness and efficiency of the municipal solid waste collection and disposal program. Permittees shall submit a report, giving the information required by city, in the format and at such time as specified by city, and shall prepare such other expanded or detailed reports utilizing the information it is required to compile, which the city may require from time to time.

2. Quarterly Reports.

At a minimum, each permittee shall report monthly on or before the twentieth (20th) day of January, April, July and October, the following information to the city:

- a. Total tons of municipal solid waste collected in city and delivered to the disposal site by permittee during the preceding month and the disposal charge paid for all tons landfilled and corresponding disposal site weight slip information, including the weight slip number, total tons per weight slip, and weight slip issuance date.
 - b. The name, address, and telephone number and number of tons delivered for each municipal solid waste disposal site, composting facility and material recovery facility that received solid waste, green waste or recyclable materials collected in city by permittee during the preceding month.
 - c. A list of all equipment deliveries, a customer listing of all new account start-ups, and a customer listing of all cancelled/closed accounts.
3. Annual Reports.

On or before January 30 of each year, each permittee shall furnish the city with an annual report on municipal solid waste collection operations which includes the following:

- a. Total tons of municipal solid waste collected in city and delivered to the disposal site by permittee during the preceding year including the disposal charges paid for all tons landfilled and corresponding disposal site weight slip information, including the weight slip number, total tons per weight slip, and weight slip issuance date.
 - b. The names, addresses and telephone numbers of each disposal site, composting facility and material recovery facility that received municipal solid waste, green waste or recyclable materials collected in city by permittee, including the total tons of each material delivered to each listed facility.
 - c. A current customer service identification list which identifies the name and address of each residential, commercial, industrial and institutional customer receiving collection and/or recycling services from permittee, along with a detailed notation as to the level and type of service provided and the collection day(s) for each customer.
 - d. Current route maps of all residential, commercial, industrial and institutional routes of permittee for each day of the week that permittee operates in city.
 - e. A complete rate sheet describing and listing the rates charged for each and every type of residential, commercial, industrial and institutional solid waste collection and recyclable materials collection service offered or provided by permittee within city.
- B. Recycling Operations.

Each permittee shall file with the city written reports of permittee's recycling collection and processing operations including the following reports, in formats approved by the city.

1. Quarterly Reports.

On or before the twentieth (20th) day of January, April, July and October, permittees shall submit a quarterly recycling report to include at least all of the following:

- a. Summaries of tonnages of, and total value received for, all recyclable materials, by material type collected by permittee in the programs enumerated in Section 8.16.500 of this chapter including residential curbside recycling program, residential multi-family recycling program, commercial, industrial and institutional recycling program, city facility recycling program, holiday greenery recycling program, special event recycling program and green waste collection and recycling program including corresponding materials recovery facility weight slip information with weight slip number, total tons per weight slip, and weight slip issuance date.
- b. Summaries of tonnages of all recyclable materials sold, by material for all the programs, listed by program and corresponding materials recovery facility weight slip information with weight slip number, total tons per weight slip, and weight slip issuance date.
- c. Market prices for all recyclable materials collected in all programs. The weight receipts and sales receipts shall be available for inspection and copying by the city or city's agent upon request.
- d. Resident participation rates, by route, in terms of weekly set out counts for the residential curbside recycling program and the residential green waste program (participation rates shall be calculated as prescribed by city).
- e. A customer complaint log including a summary of complaints, missed pickups and recycling container and green waste container replacement, by route, an explanation of noteworthy experiences, and a summary of telephone calls received by category, including inquiring about the program missed pickups, and container replacement for all recycling programs listed in Section 8.16.500 of this chapter.
- f. Presentations or contacts made during the prior quarter to homeowners associations or community groups.
- g. Total number of residential, multi-family, commercial, industrial and institutional containers delivered broken down by municipal solid waste, recyclable materials and green waste.

C. Annual Recycling Reports.

Within sixty (60) working days from the end of each calendar year, Each permittee shall submit an annual recycling status report to the city, which includes at least all of the following data for the preceding calendar year:

1. Summary of all revenues and tonnages recovered by material type and by program, including participation rates for all programs listed in Section 8.16.500 of this chapter.
2. Overall assessment of operational performance of the programs during the year.
3. Detailed data to allow analysis of collection and processing equipment handling capabilities.
4. Discussions of problems and noteworthy experiences in program operation.
5. Description of permittee's effort to add number 3, 4, 5, 6, 7, and 8 plastics to all recycling programs.
6. A schedule of rates and charges for the commercial, industrial and institutional recycling programs. Permittee shall provide periodic updates to the schedule of rates and charges upon request of the city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.340 Vehicle identification.

No permittee may operate any vehicle for the collection of municipal solid waste or recyclable materials in the city unless the owner of the vehicle is a permittee as defined in this chapter. Each vehicle used by a permittee in the city shall have an identification number printed or painted in legible numbers not less than five inches in height on both sides of the vehicle.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.350 Vehicle standards.

Any vehicle utilized for the collection, transportation or disposal of municipal solid waste or recyclable materials in or from the city shall comply with the following standards:

- A. Each vehicle shall at all times be maintained and/or operated in such a manner to ensure that no municipal solid waste, recyclable materials, oil, grease, or other substances will blow, fall out, escape or leak out of the vehicle with the exceptions of vehicle emissions.
- B. A broom and shovel shall be carried on each vehicle at all times.
- C. Each vehicle shall comply, at all times, with all applicable statutes, laws or ordinances of any public agency.
- D. Routine inspections by the California Highway Patrol will be required annually and certificates for said inspection shall be filed with the city manager.
- E. All vehicles shall at all times be kept clean and sanitary, in good repair and well and uniformly painted to the satisfaction of the city manager.
- F. Each vehicle shall be equipped with watertight bodies fitted with close-fitting metal covers.
- G. The permittee's name or firm name and its telephone number shall be printed or painted in legible letters not less than five inches in height on both sides of all vehicles used in the city.

H. All equipment shall be maintained at all times in a manner to prevent unnecessary noise during its operation.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.360 Amount of equipment.

No person shall be awarded a franchise or issued a permit for the collection and transportation of municipal solid waste or recyclable materials unless the city manager determines that the person has sufficient equipment available to meet the dates and times of regularly scheduled pick-ups without interruption due to equipment failure. This requirement shall be maintained throughout the term of any franchise agreement given pursuant to this chapter.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.370 Operation of equipment.

All permittees operating municipal solid waste and/or recyclable materials collection and transportation equipment shall do so in compliance with all federal, state and local laws and/or ordinances. Collection vehicles shall not be operated in a manner which results in undue interferences with normal traffic flows or violation of any traffic laws, and loaded collection vehicles shall not be parked or left unattended on the public streets. No collection vehicle shall be parked on a public street or thoroughfare in the city. All collection vehicles shall comply with the vehicle code.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.380 Compliance with vehicle standards.

Any vehicle used in the collection or transportation of municipal solid waste or recyclable materials in the city, shall at all times be maintained in accordance with the standards set forth in Section 8.16.350 of this chapter. The use of a vehicle which fails to comply with each of the standards set forth in Section 8.16.350 of this chapter is prohibited. A permittee shall immediately remove any vehicle from collection service which fails, at any time, to conform to any of the standards recited in Section 8.16.350 of this chapter and shall not use that vehicle until it is repaired. Should the city manager give notification at any time to a permittee that any of the permittee's vehicles are not in compliance with the standards of this chapter, the vehicle(s) shall be immediately removed from service from the permittee. The vehicle shall not again be utilized in the city until it has been inspected and approved by the city manager. The permittee shall maintain its regular collection schedule regardless of the repair of any vehicle.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.390 Mandatory service.

A. All municipal solid waste collected from residential, commercial, industrial and institutional premises for a fee, service charge or other consideration, shall be collected by a solid waste enterprise under the provisions of a franchise awarded by the city council or pursuant to a permit.

- B. No person, firm, corporation, or solid waste enterprise, other than those referenced in subsection A shall negotiate or contract for, or undertake to receive, collect or transport municipal solid waste from within city for a fee, service charge or other consideration therefor, except as specifically provided herein.
- C. Each residential property owner and householder in the city shall, at all times subscribe to and utilize the services of a franchisee or if none, a permittee and pay the fees approved by the city council or established by permittee(s) for the collection of municipal solid waste, recyclable materials, and green waste from such premises as shall be owned by said owner and shall, at all times comply with city policies and programs with regard to municipal solid waste recovery, reduction of municipal solid waste and recycling of municipal solid waste. Each business owner of a commercial, industrial, or institutional business in the city shall, at all times subscribe to and utilize the services of a franchisee or if none, a permittee and pay the fees approved by the city council for the collection of municipal solid waste and recyclable materials from such premises as shall be owned by said owner and shall, at all times comply with city policies and programs with regard to municipal solid waste recovery, reduction of municipal solid waste and recycling of municipal solid waste. Owners of multifamily residential complexes need not subscribe to green waste collection or recyclable materials collection services but must subscribe to municipal solid waste collection service. No person shall enter into an agreement for municipal solid waste, green waste or recyclable materials collection services with any person, firm or corporation which is not a franchisee or permittee, except as otherwise provided in this chapter. At such time as the rights of a permittee or franchisee to operate in the city are terminated, revoked or expired, residential property owners and commercial, industrial and institutional business owners shall cease utilizing the services of permittee or franchisee and shall utilize a permittee with a permit issued by the city or a franchisee with a valid franchise awarded by the city.
- D. Nothing in this chapter shall prevent a commercial, industrial or institutional business which has its own recycling or resource recovery program for recyclable materials and/or green waste generated by such business, and not utilizing a solid waste enterprise which provides collection services for a fee or service charge from continuing such recycling or resource recovery program, and the recyclable materials and/or green waste included in such program are exempted from the provisions of this chapter.
- E. Any residential property owner or householder that does not generate green waste, as defined in this chapter, may apply to the city manager for an exemption from the requirement in this subsection for mandatory residential green waste collection services. A residential property owner or householder seeking such an exemption shall submit a written request for exemption which includes, without limitation, the following:

1. The name, address and telephone number of the person seeking the exemption.
2. In the case of a homeowner's association, a list of the addresses of residences included in the exemption request.
3. The quantity of green waste generated weekly at the residence.
4. The reason for the lack of green waste (if applicable) e.g., backyard composting, landscaper service handling green waste, etc.
5. Documentation showing the absence of green waste generation or green waste handling by another party (e.g., bill from landscape company, photograph of backyard composting system, photograph of xeriscape landscaping, etc.)

In the case of a homeowners association where green waste landscape services may be contracted for by the association, the association may apply for an exemption on behalf of all of the residential property owners and householders represented by the association.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.400 Frequency of collection.

- A. Each permittee shall collect and deliver to a disposal site, composting facility and/or recycling processing facility all municipal solid waste, green waste and recyclable materials placed for collection in compliance with this chapter from each customer at least once during each calendar week. Routes of collection shall be arranged such that collection from any premises will be made routinely on the same day of the week. Collection of residential recyclable materials and green waste shall be completed on the same day as the collection of municipal solid waste. Each permittee shall possess a sufficient number of vehicles including spares to maintain the collection schedule at all times. Collection from commercial, industrial and institutional premises shall occur as often as necessary to avoid an accumulation of municipal solid waste in violation of this chapter.

When a collection day falls on a holiday, permittees shall choose one of the following options and give two weeks prior notice thereof to the city and the local newspapers:

1. Collect on the holiday.
 2. Collect one day prior to or one day after the holiday, providing regular collection is postponed by a maximum of one day for that week.
- B. Each permittee providing residential collection shall offer municipal solid waste, green waste and recyclable collection in addition to the minimum one time per calendar week if requested by customer. Permittee may establish a fee to be charged to residents for the additional collection.
- C. Collection of municipal solid waste, recyclables, and green waste materials shall be coordinated to the satisfaction of the city's solid waste representative so as to eliminate multiple hauling days within residential neighborhoods.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.410 Hours of collection.

- A. No collection of municipal solid waste, green waste or recyclable materials shall be made within the city between the hours of six p.m. and seven a.m. during Pacific Standard Time or six p.m. and six a.m. during Pacific Daylight Savings Time Monday through Saturday or at any time on Sunday.
- B. No delivery or removal of wheeled carts, recycling containers or any other containers by a permittee may be made between the hours as stated in subsection A of this section.
- C. The city manager may waive the requirements of this section when necessitated by conditions beyond the control of permittees.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.420 Litter.

Any permittee who releases, or permits or causes the release of any municipal solid waste, recyclable materials or green waste on public or private property in the city at any time shall immediately clean up, contain and collect and remove same.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.430 Employees.

Permittees shall furnish such competent and qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide solid waste and recyclable materials collection in a safe and efficient manner and to serve the public in a courteous, helpful and impartial manner.

All of permittee's employees, while collecting refuse, recyclable materials or green waste, shall be required to wear a uniform type of clothing approved by the city. Employees shall begin their shift with a uniform that is freshly cleaned and pressed. Each employee shall at all times carry a valid operator's license for the type of vehicle he or she is driving. Each employee shall, at all times he/she is on duty, carry employment identification which shall be presented to city staff, customers, security guards and law enforcement officers upon request.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.440 Trespass.

No person authorized to collect or transport municipal solid waste, recyclable materials or green waste shall enter on private property beyond the extent necessary to collect the municipal solid waste, recyclable materials and/or green waste, properly placed for collection.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.450 Noise.

A permittee shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public traffic or disruption to the existing noise

levels of the area within which collections are made. Noise emitting from any collection vehicle shall not exceed the limits provided in the city's noise ordinance. (Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.460 Ownership.

At such time as the municipal solid waste, green waste or recyclable materials are collected by a permittee, said materials or municipal solid waste are the property of the permittee; provided however, that permittees shall comply with the provisions of Section 8.16.500 of this chapter with regard to direction from the city as to where said municipal solid waste, green waste and recyclable materials are to be delivered for disposal or processing or composting.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.470 Disposal.

It shall be unlawful at any time for any person, including permittees, to burn any municipal solid waste, green waste or recyclable materials within the city. It shall be unlawful at any time for any person, including permittees, to bury or dump any municipal solid waste, recyclable materials or green waste within the city without first obtaining city approval to do so.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.480 Transfer of loads on public streets.

No person shall transfer municipal solid waste, green waste or recyclable materials from one collection vehicle to another on any public street or road unless such transfer is essential to the method of operation and is approved by the city manager, or is necessary owing to mechanical failure or accidental damage to a vehicle.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.490 Source reduction and recycling.

Every permittee shall at all times comply with city policies and programs regarding municipal solid waste recovery, source reduction and recycling, including the city's source reduction and recycling element. Such policies and programs include those provided in Section 8.16.500 of this chapter and those established by resolution of the city council. Compliance with such policies and programs shall be a condition of any permit issued pursuant to this chapter.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.500 Collection of municipal solid waste and recyclable materials.

Holders of refuse collection permits shall comply with the following requirements for the provision of municipal solid waste collection and recyclable materials collection services within the city. Acceptance of a municipal solid waste collection permit from the City of Calabasas signifies a permittee's agreement to comply with the requirements of this section. Organic materials generators subject to the requirements of the Act shall fully comply with all applicable requirements of the Act

and SB 1383 or be subject to the penalties as prescribed in Section 18997.2 of SB 1383, as determined by the City Manager.

A. Collection of Municipal Solid Waste.

Permittees shall collect, transport and dispose of municipal solid waste generated at residential, commercial, industrial and institutional premises located within and under the jurisdiction of the city. Permittees shall furnish all labor, supervision, equipment, materials, supplies and all other items necessary to perform municipal solid waste collection in a thorough, workmanlike and efficient manner to the reasonable satisfaction of the city, so that residents, businesses and institutions within the city are provided reliable, courteous and high quality municipal solid waste collection and recycling services at all times. Permittees shall coordinate collection of residential municipal solid waste, recyclable materials and green waste from residential premises to the satisfaction of the city's solid waste representative.

Permittees shall provide one or more containers for storage of municipal solid waste to each residence permittee serves in the city. Residents shall be offered a choice of container sizes as set forth in a resolution of the city council. Permittees may offer additional sizes of residential municipal solid waste storage containers. The prices permittee charges for residential municipal solid waste collection shall be structured so as to encourage recycling by residents. Permittees shall charge a lower price for smaller municipal solid waste storage containers and a higher price for larger municipal solid waste storage containers. The prices charged by permittees shall not exceed those established by the city council pursuant to this chapter. Permittee shall make every effort to complete collection within two hours per residential premise. Permittee shall repair and provide replacement municipal solid waste containers to residents served by permittee that report lost, stolen, broken or defaced containers within seven days of customer's request.

B. Transportation and Disposal of Municipal Solid Waste.

Permittees shall transport and deliver all municipal solid waste collected within the city to the disposal site (which may include a transfer station or materials recovery facility) designated by the city. Municipal solid waste shall become the property of the operator of the disposal site (or other designee of the city as the city may determine from time to time) once it is delivered to the disposal site.

Permittees shall maintain accurate records of the quantities of municipal solid waste delivered to each disposal site and shall cooperate with the city or its agents in any audits or investigations of such deliveries. Permittees shall cooperate with the operator of the disposal site with regard to operations therein, including by way of example, complying with directions from the operator to unload collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with the operator's hazardous waste exclusion program, and cooperating with the operator's tonnage tracking system. Unless and until the city designates in writing a

different disposal site, or approves a written request by a permittee to change the disposal site, contractor shall continue to deliver all municipal solid waste to the Calabasas landfill. City shall have sole and absolute discretion to grant or deny contractor's written request for a change of disposal site.

Unless and until the city has directed permittees to deliver the municipal solid waste collected to (1) a transfer station where recycling and sorting of the incoming municipal solid waste to recover recyclable materials will occur, or (2) a materials recovery facility where all or some portion of the municipal solid waste will be sorted to recover recyclable materials, permittees may salvage materials from the municipal solid waste they collect and shall be entitled to retain all revenues they receive from the sale of such recovered materials. Upon receiving direction from the city to deliver municipal solid waste to a transfer station, and/or to a materials recovery facility, permittees shall cease any such salvage efforts.

C. Residential Curbside Recycling (Up to Four Units).

1. Collection.

Permittees shall provide a residential curbside recycling program to each residence where permittee provides municipal solid waste collection services. The curbside collection program shall include all of the features described herein. Permittees shall collect and remove all recyclable materials, which are segregated and placed in or adjacent to recycling containers at the curbside, from all single-family residences and all residential developments of four or fewer units located in the city where municipal solid waste collection service is individual can collection (as opposed to bin or dumpster collection). For those single-family residences and residential developments that are walled or gated communities with private streets, alternative recycling methods shall be offered to the homeowners' associations and to individual homeowners. Examples of recycling methods are curbside, walk-in or backyard, central location containers, or others that may be approved by the city. Recycling collection methods utilized within walled or gated communities shall comply with the CC&R's for each such community. If a permittee's activities in providing the residential curbside recycling program are in violation of the CC&R's for a gated community, permittee shall comply with the city's direction to comply with the applicable CC&R's. Each service recipient shall use only the containers, provided by the garbage collector and approved by the City Manager, for the purpose of depositing and accumulating residential garbage from the premises. No materials other than recyclables may be placed in a recycling cart. All organics must be generated by and at the premises wherein the organics is collected. Only organics may be placed in an organics cart.

2. Curbside Recyclable Materials.

Recyclable materials collected shall include newspapers, glass, metal cans (aluminum and tin), plastic containers (numbers #1-#7), magazines, catalogs, junk mail, and cardboard.

3. Time of Collection.

Permittees shall collect the recyclable materials once each week, regardless of weather conditions. Collection will be on the same day of the week as collection of municipal solid waste. Permittee shall make every effort to complete collection within two hours per residential premise.

4. Missed Pickups.

In case of a missed pickup called in by a resident or the city, permittees shall collect the recyclable materials from such resident within twenty-four (24) hours. All calls relating to missed pickups shall be logged in by the permittee and such log shall be available for inspection by the city upon reasonable notice.

5. Recycling Containers.

Permittees shall provide each single family residence, duplex and triplex and fourplex with a thirty-four (34) gallon recycling container. Permittees shall distribute said containers to each new residential customer.

Permittees shall repair and provide replacement recycling containers to residents served by permittee that report lost, stolen, broken or defaced recycling containers within seven days of the customer's request.

6. Sale or Disposition of Recyclable Materials.

Permittees shall process, segregate, prepare for market, transport and deliver the collected recyclable materials to a purchaser, a licensed, permitted or certified material recovery facility, or a person who will use the materials in a process or product and who will not landfill the recyclable materials. Permittees shall obtain a certificate of purchase or end use, establishing that the materials delivered have in fact been recycled. No recyclable materials collected shall be disposed of on land or through transformation without the prior written consent of the city. Said consent shall not be unreasonably withheld by city.

7. Public Education.

- a. Accompanying the distribution of containers shall be a public education brochure, approved by the city, which describes the curbside recycling program, the days of collection, recyclable materials accepted, the requirements of the act and the need to conserve natural resources through recycling.
- b. Permittee shall mail one public education brochure to all residents of single family homes, duplexes, triplexes, and fourplexes annually on or before April 1, thanking residents for participation in the curbside recycling program, listing the pounds and tons of recyclable materials recycled in the prior year, and urging residents to continue to participate in the curbside recycling program. Sixty (60) days prior to mailing the brochure, each permittee shall submit a draft of its brochure to city staff for review and comment. Upon receipt of approval of the brochure by city, permittee shall proceed

to mail brochure to all residents served by permittee as described above at permittees sole expense.

- c. Permittees shall mail two billing inserts to all residential premises annually promoting a subject matter to be approved by the city's solid waste representative. Sixty (60) days prior to mailing the insert, each permittee shall submit a draft to the city for review and comment. Upon receipt of approval of the insert by city, the permittees shall proceed to mail the insert to all residents served by permittee at the permittees sole expense.

D. Multi-Family Residential Recycling (Five Units and Above).

1. Collection.

Permittees shall provide a multi-family residential recycling program to each multi-family complex where permittee provides municipal solid waste collection services. The multi-family recycling program shall include all of the features described herein. Each multifamily residential complex shall be provided with approved garbage, recycling, and organics cart(s) or bin(s). Such cart(s) or bin(s) shall be located at a central collection site or sites within the multifamily development Permittees shall collect and remove all recyclable materials which are segregated and placed in, or adjacent to, multi-family complexes with five or more residential units located in the city and all such complexes with two or more units where municipal solid waste collection service is bin or dumpster collection.

2. Multi-Family Residential Recyclable Materials.

Recyclable materials collected shall include newspaper, glass, metal and tin cans, plastic containers (numbers #1-#7), magazines, catalogs, junk mail, and cardboard. Permittees shall provide a report to the city each year on February 1 describing the status of permittee's efforts to add number 3, 4, 5, 6, 7, and 8 plastics to the multi-family residential recycling program.

3. Time of Collection.

Permittees shall collect the recyclable materials on a regular basis, no less frequently than the time required to fill the bin or dumpster and at least weekly for crates or boxes. Permittee shall make every effort to complete collection within two hours per residential premise.

4. Requested Pickups.

In the event permittees miss a normal pickup or the bin or dumpster fills prior to a normal pickup, permittees shall collect the recyclable materials from such complex within twenty-four (24) hours of notice by the city or property manager/owner/tenant. All calls relating to missed or additional pickups shall be logged in by permittees and such log shall be available for inspection by the city upon reasonable notice.

5. Recycling Containers.

Permittees shall provide storage containers for recyclable materials to each multi-family complex containing five or more residential units. The type and number of storage container(s) selected for each complex shall suit the

space, permit requirements, size and logistical requirements of the complex. Containers to be provided by permittees may include crates, plastic boxes, wheeled carts and bins. Recycling containers shall be a different color than municipal solid waste storage containers and shall be labeled "Recyclable Materials Only" and shall state the type of recyclable materials to be stored in the containers. Permittees shall consult with the owner/manager of each complex to determine the correct type of storage container to be provided and to agree upon the placement of the container(s) in a specified area(s) of the complex. The containers and bins will remain the property of the permittee, who is responsible for maintaining them in proper condition. Only garbage generated by persons occupying the multifamily development or their guests shall be placed in the garbage cart(s) or bin(s) serving the development. Only recyclables generated by persons occupying the multifamily development or their guests shall be placed in the recycling cart(s) or bin(s) serving the development. Only organics generated by persons occupying the multifamily development or their guests shall be placed in the organics cart(s) or bin(s) serving the development.

6. Sale or Disposition of Recyclable Materials.

Permittees shall process, segregate, prepare for market, transport and deliver the collected recyclable materials to a purchaser, a licensed, permitted or certified material recovery facility, or a person who will use the materials in a process or product and who will not landfill the recyclable materials. Permittees shall obtain a certificate of purchase or end use, establishing that the materials delivered have in fact been recycled. No recyclable materials collected shall be disposed of on land or through transformation without the prior written consent of the city. Said consent shall not be unreasonably withheld by city.

7. Public Education.

- a. At such time a recycling container is distributed, each permittee shall mail an informational brochure describing the recycling program, listing in detail all types of recyclable materials that will be collected and how they are to be prepared, days of collection and other pertinent information.
- b. Said brochure shall be submitted to city for approval twenty (20) days after the renewal of permit. Each permittee shall submit a draft of its brochure to city staff for review and comment. Upon receipt of approval of the brochure by city, permittee shall proceed to mail brochure to all multi-family customers served by the permittee as described above at the permittees sole expense.
- c. Permittees shall mail two billing inserts to all commercial, industrial, and institutional premises annually promoting a subject matter to be approved by the city's solid waste representative. Sixty (60) days prior to mailing the insert, each permittee shall submit a draft to the city for review and comment. Upon receipt of approval of the

insert by city, the permittees shall proceed to mail the insert to all multi-family residents served by permittee at the permittees sole expense.

8. General Requirements

Commingling of organics with other forms of solid waste prohibited; no person may place or cause to be placed for collection organic material in any container designated for the collection of any other form of solid waste. Each multifamily residential complex property owner shall be responsible for ensuring and demonstrating its compliance with the following requirements:

- i. Provide recyclables containers for recyclables in multifamily residential complex rental units and in maintenance and work areas where recyclables may be collected and/or stored.
- ii. Prominently post and maintain one or more signs where recyclables and/or organics are collected and/or stored that set forth what materials are required to be source separated in addition to collection procedures for such materials.
- iii. Notify and instruct employees and tenants of applicable source separation requirements, including a list of recyclables and/or organics that are required to be source separated for recycling. A copy of such instructions shall be provided to the City Manager, upon request.
- iv. Ensure that recyclables and/or organics generated at their site will be taken only to a recycling facility and not to a landfill for disposal by complying with all requirements under this chapter.
- v. The self-haul form or other documents pertaining to this chapter, shall be available for inspection by the City Manager at the principal location of the covered generator during normal business hours.
- vi. No solid waste collector shall be held liable for the failure of its customers to comply with such regulations.
- vii. No organic material generator shall be liable for the failure of their waste hauler to deliver designated recyclables or designated organic materials to a recycling or processing facility.
- viii. It shall be the responsibility of the business or Multifamily residential complex property owner whose garbage was not removed because it

contained recyclables or organics to properly separate recyclables or organics from the uncollected garbage for proper recycling. Allowing such unseparated garbage to accumulate will be considered a violation of this chapter.

E. Commercial, Industrial and Institutional Recycling.

1. Collection.

Permittees shall provide a recycling program to each commercial business, industrial business and institution where permittee provides municipal solid waste collection services. The commercial, industrial and institutional recycling programs shall include all of the features described herein. Permittees shall collect and remove designated recyclable materials, which are segregated and placed in separate bins, from all businesses located in the city which elect to participate in permittee's recycling program. All service recipients shall be automatically enrolled in garbage, recycling, and organics service, and shall sort recycling and organics and place it in the appropriate container unless service recipient has an approved waiver.

2. Recyclable Materials.

Permittees shall offer commercial, industrial and institutional recycling programs that include the following recyclable materials: newspaper, glass, metal and tin cans, plastic containers (numbers #1- #7), magazines, catalogs, junk mail, and cardboard. Permittee and the customer may mutually agree to add other materials to the recycling program.

3. Time of Collection.

Permittees shall collect the recyclable materials on a regular basis, no less frequently than the time required to fill the bin or dumpster and at least weekly for crates or boxes.

Permittees shall collect the recyclable materials regardless of weather conditions.

4. Missed Pickups.

In case of a missed pickup or full bin or dumpster called in by a business, industry or institution, permittees shall collect the recyclable materials from such business, industry, institution within twenty-four (24) hours. All calls relating to missed or extra pickups shall be logged in by permittees and such log shall be available for inspection by the city upon reasonable notice.

5. Recycling Containers.

Permittees shall provide suitable sized bins to store recyclable materials generated at commercial premises. At permittee's option, permittee shall provide either a commingled bin for all recyclable materials, or separate bins for fiber and for commingled glass, cans and plastics. At permittee's option, permittee may provide separate bins for each type of material (e.g., glass, plastic, metals). For small businesses permittees may provide one or more

wheeled carts or one or more stacking crates for storage of recyclable materials. Permittees shall paint the bins, crates or wheeled carts for storage of recyclable materials a different color than the municipal solid waste bins and shall clearly label the bins, crates and carts that they are for storage of "Recyclable Materials Only" with the type of material listed on the bin, crate or cart. Bin, crate and cart color, placement and signage shall be subject to customer approval. Permittee shall, upon customer request, provide suitable storage containers for recyclable materials inside commercial, industrial and institutional facilities. Said containers may include plastic or metal boxes, cartons, cans or other aesthetically pleasing containers that meet with customer approval and conform to the city Fire Code.

6. Sale or Disposition of recyclable materials

Permittees shall process, segregate, prepare for market, transport and deliver the collected recyclable materials to a purchaser, a licensed, permitted or certified material recovery facility, or a person who will use the materials in a process or product and who will not landfill the recyclable materials. Permittees shall obtain a certificate of purchase or end use, establishing that the materials delivered have in fact been recycled. No recyclable materials collected shall be disposed of on land or through transformation without the prior written consent of the city. Such consent shall not be unreasonably withheld by the city.

7. Fee to Be Charged.

Permittees may establish a fee to be charged to businesses for the recycling programs. The fee to be charged must be less than the fee charged by permittee for collection of municipal solid waste from a similar sized container. For example, permittee must charge less for providing a three cubic yard bin for collection of cardboard and for emptying the bin and recycling the cardboard, than permittee would charge for providing a three cubic yard bin for municipal solid waste and for collection and disposing of the municipal solid waste. Permittee shall submit to the city a schedule of rates and charges for commercial, industrial, institutional and multi-family recycling programs annually on a date specified by the city and shall provide periodic updates to the schedule of rates and charges at the request of the city.

8. Public Education.

- a. At such time a recycling container is distributed, each permittee shall mail an informational brochure describing the recycling program, listing in detail all types of recyclable materials that will be collected and how they are to be prepared, days of collection and other pertinent information.
- b. Said brochure shall be submitted to city for approval twenty (20) days after the renewal of permit. Each permittee shall submit a draft of its brochure to city staff for review and comment. Upon receipt of approval of the brochure by city, permittee shall proceed to mail

brochure to all commercial, industrial and institutional customers served by the permittee as described above at the permittees sole expense.

- c. Permittees shall mail two billing inserts to all commercial, industrial, and institutional premises annually promoting a subject matter to be approved by the city's solid waste representative. Sixty (60) days prior to mailing the insert, each permittee shall submit a draft to the city for review and comment. Upon receipt of approval of the insert by city, the permittees shall proceed to mail the insert to all commercial, industrial, and institutional customers served by permittee at the permittees sole expense.

9. General Requirements.

Commingling of organics with other forms of solid waste prohibited; no person may place or cause to be placed for collection organic material in any container designated for the collection of any other form of solid waste. Each commercial premise and multifamily residential complex property owner shall be responsible for ensuring and demonstrating its compliance with the following requirements: Provide recyclables containers for recyclables in multifamily residential complex rental units and in maintenance and work areas where recyclables may be collected and/or stored.

- i. Prominently post and maintain one or more signs where recyclables and/or organics are collected and/or stored that set forth what materials are required to be source separated in addition to collection procedures for such materials.
- ii. Notify and instruct employees and tenants of applicable source separation requirements, including a list of recyclables and/or organics that are required to be source separated for recycling. A copy of such instructions shall be provided to the City Manager, upon request.
- iii. Ensure that recyclables and/or organics generated at their site will be taken only to a recycling facility and not to a landfill for disposal by complying with all requirements under this chapter.
- iv. The self-haul form or other documents pertaining to this chapter, shall be available for inspection by the City Manager at the principal location of the covered generator during normal business hours.
- v. No solid waste collector shall be held liable for the failure of its customers to comply with such regulations.

- vi. No organic material generator shall be liable for the failure of their waste hauler to deliver designated recyclables or designated organic materials to a recycling or processing facility.
- vii. It shall be the responsibility of the business or Multifamily residential complex property owner whose garbage was not removed because it contained recyclables or organics to properly separate recyclables or organics from the uncollected garbage for proper recycling. Allowing such unseparated garbage to accumulate will be considered a violation of this chapter.

9. Waivers from Requirement for Solid Waste Service.

Owners, occupants or persons in possession, charge or control of dwellings, buildings, places and premises in the City in and from which it is claimed that no garbage, recyclables or organic material is created, accumulated or produced so as to require collection services, or that other methods of solid waste, recyclables or organic material collection, processing or disposal are available and will be provided may apply for a waiver from the provisions of this chapter by making application therefor to the City Manager. Commercial businesses requesting a de minimis waiver shall submit an application specifying the services that they are requesting a waiver from and provide documentation that either:

- a. The commercial business's total solid waste collection service is two cubic yards or more per week and organics subject to collection in a recycling containers or organics containers comprises less than 20 gallons per week per applicable container of the business' total waste; or,
- b. The commercial business's total solid waste collection service is less than two cubic yards per week and organics subject to collection in a recycling containers or organics containers comprises less than 10 gallons per week per applicable container of the business' total waste.

Commercial businesses shall notify City if circumstances change such that commercial business' organics exceeds threshold required for waiver, in which case waiver will be rescinded.

Commercial businesses or property owners may request a physical space waiver through the following process:

- a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- b. Provide documentation that the premises lack adequate space for recycling containers and/or organics containers including documentation from the garbage collector, licensed architect, or licensed engineer.
- c. The City, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the City's three-container organics collection service to arrange for the collection of their recycling container, garbage container, or both once every fourteen days, rather than once per week.

Waivers shall apply for up to, but no longer than five (5) years, as determined by the City Manager

Upon receiving an application for a waiver, the City Manager shall cause an investigation to be made concerning the matters contained in the application and into such other matters, as the City Manager may deem appropriate. If after investigation the City Manager determines that the requirements listed in this Section are met, the City Manager may grant an exemption from the provisions of this chapter. If a waiver is granted, the City Manager shall notify the collector that a waiver has been granted. Said waiver may be revoked at any time thereafter if after subsequent investigation the City Manager determines that circumstances have changed and that garbage, recyclables, or organic material collection services are required.

The garbage collector is required to submit all waiver applications to the city for review which will be due on the 10th of each month for the previous reporting month. The garbage collector is required to maintain a list of any and all businesses and multifamily properties that the garbage collector is providing garbage collection services to but is not also providing recycling and organic collection services. The garbage collector shall provide such list to the city, which will be due on the 10th of each month for the previous reporting month and shall be current as of that date.

F. City Facility Recycling Program.

1. Collection.

At the request of the city, permittees shall collect and remove all recyclable materials which are segregated and placed in, or adjacent to, recycling storage containers at all city facilities listed herein.

2. City Recyclable Materials.

Recyclable materials to be collected by permittees from city facilities include glass, corrugated cardboard, metal and tin cans, plastic containers

(numbers #1-#7), newspaper, and mixed office paper (including white paper, computer paper, magazines, junk mail, file folders and "post it" notes).

3. Time of Collection.

Permittees shall collect the recyclable materials placed in a designated location for periodic collection regardless of weather conditions. Collections shall be made with sufficient frequency that recyclable materials do not overflow the storage containers.

4. Missed Pickups.

In case of a missed pickup or full container reported by city, permittees shall collect the recyclable materials from the city facility within twenty-four (24) hours. All calls relating to missed or extra pickups shall be logged in by permittees and such log shall be available for inspection by city upon reasonable notice.

5. Recycling Storage Containers.

Permittees shall provide suitable sized bins to store recyclable materials generated at city facilities. Separate bins shall be provided for fiber and for commingled glass, cans and plastics. At permittees' option, permittees may provide separate bins for each type of material (e.g., glass, plastic, metals). Permittees shall paint the bins for storage of recyclable materials a different color than the refuse bins and shall clearly label the bins that they are for storage of "Recyclable Materials Only" with the type of material listed on the bin. Bin color, placement and signage shall be subject to city approval. Permittees shall, upon city request, provide suitable storage containers for recyclable materials inside city facilities. Said containers may include plastic or metal boxes, cartons, cans or other aesthetically pleasing containers that meet with city approval and conform to the Fire Code.

G. Residential Green Waste Collection and Recycling Program.

1. Green Waste Program.

All permittees that provide municipal solid waste collection service to one or more residences in city shall provide an automated or semi-automated green waste collection and recycling program as described herein. Automated or semi-automated green waste collection services shall be provided to all single family, duplex, triplex and fourplex residences in city from which permittee collects municipal solid waste. Permittee shall provide each residence with one or more ninety-six (96) gallon wheeled carts for green waste storage. Permittees shall provide all labor and equipment required to conduct the automated or semi-automated green waste collection and recycling program. Permittees may collect all green waste at curbside unless backyard or side yard service is requested by a resident. In the event backyard or side yard service is requested, permittees may charge an appropriate additional charge for the additional service. Permittee shall make every effort to complete collection within two hours per residential premises.

2. Public Education Program.

- a. Accompanying the distribution of containers shall be a public education brochure, approved by city, which describes the curbside green waste program, the days of collection, materials accepted, the requirements of the act and the need to conserve natural resources through recycling.
- b. Permittee shall mail one public education brochure to all residents of single family homes, duplexes, triplexes, and fourplexes annually on or before April 1, thanking residents for participation in the curbside recycling program, listing the pounds and tons of recyclable materials recycled in the prior year, and urging residents to continue to participate in the curbside recycling program. Sixty (60) days prior to mailing the brochure, each permittee shall submit a draft of its brochure to city staff for review and comment. Upon receipt of approval of the brochure by city, permittee shall proceed to mail brochure to all residents served by permittee as described above at the permittees sole expense.

3. Replacement of Lost, Damaged or Stolen Carts.

Permittees shall provide residents who report damaged wheeled carts with a replacement cart within seventy-two (72) hours of resident's request. Permittees shall also provide wheeled carts to all new residents that move into city or change residences within city that subscribe to municipal solid waste collection service from permittees. Permittees shall maintain complete and accurate records of all wheeled carts delivered to new residents and to residents reporting lost, stolen or damaged carts and shall submit a report to city by the tenth (10th) day of each quarter, beginning in March 1999, listing the number of carts so provided.

4. Automated or Semi-Automated Collection Vehicles.

Permittees shall utilize either automated refuse collection vehicles fitted with a mechanical "arm" or semi-automated collection vehicles fitted with a "tipper." Said vehicles shall be suitable in size and design to perform automated or semi-automated green waste collection services. Permittees shall operate said trucks in a safe and efficient manner so as to minimize the blowing or spilling of green waste during the collection process. If green waste is spilled or blown by the wind, permittees shall make all reasonable efforts to clean up and collect all spilled and blown green waste.

5. Recycling of Green Waste.

All green waste collected by permittees shall be delivered to a facility for recycling, mulching, composting or use as alternative daily cover (as defined in state regulations). If it becomes known that the green waste processing facility utilized by one or more permittees is not recycling, mulching or composting the green waste collected in city, or is out of compliance with local, state or federal operating permits, laws or regulations, or is processing and/or using green waste in such a way that the green waste collected from within city will not count as municipal solid

waste diverted for purposes of AB 939, and any other applicable state or federal law, city reserves the right to direct permittees to deliver the green waste to another processing facility.

H. Collection of Holiday Greenery.

1. Curbside Collection.

Permittees shall collect Christmas trees and other holiday greenery on regular municipal solid waste collection days during the period immediately following December 25 for a period not to exceed fifteen (15) collection days. The specific dates for the program shall be as specified annually by the city. Permittees shall instruct residents to remove tinsel, lights and ornaments. Flocked trees shall be collected and handled by permittees as municipal solid waste. Greenery must be placed at regular refuse collection points (curbside or back or side yard) by seven a.m. on refuse collection day. The greenery collected by permittees shall be mulched, chipped or composted and recycled or reused. On or before November 1 each year, permittees shall notify city in writing of the recycling or composting or mulching facility where the holiday greenery will be delivered for composting, mulching, chipping and recycling or reuse. City reserves the right to direct permittees to use another composting, mulching or chipping facility in the event it becomes known that the green waste processing facility proposed or utilized by permittees is not recycling, mulching or composting the green waste collected in city, or is out of compliance with local, state or federal operating permits, laws or regulations, or is processing and/or using green waste in such a way that the green waste collected from within city will not count as municipal solid waste diverted for purposes of AB 939, and any other applicable state or federal law.

At the request of city, permittees shall provide weekly collection of holiday greenery from multi-family residential complexes where the complex owners and management so request and where space is available for storage of holiday greenery.

2. Publicity.

Permittees shall prepare a flyer, brochure or postcard informing residents of the holiday greenery collection and instructing residents concerning preparation of Christmas trees for set out. Permittees shall obtain city approval of the flyer, brochure or postcard and shall direct mail same to all residents in city on or before December 15 of each year. Permittees shall also provide copies of a flyer containing similar information, approved by city, at up to five Christmas tree stands or stores selling Christmas trees within city. Permittees shall make a courteous request to retailers that the flyers be given to residents and businesses purchasing Christmas trees.

3. Reporting.

Permittees shall list the pounds/tons of holiday greenery collected at curbside in their regular quarterly report on recycling programs submitted to the city. Said report shall also include a copy of the weight ticket(s) from

the recycling, mulching or wood chipping operation where the holiday greenery was recycled or reused.

I. Special Event Recycling Programs.

1. Recycling Program.

Periodically the city may require, or special event coordinators or sponsors may desire, to implement a recycling program to divert municipal solid waste generated at special events from the landfill. Special events may include concerts, building dedications, conferences, trade shows, conventions, cultural events and the like. At the request of city, permittees shall assist the special event coordinator(s) in designing and implementing a recycling program for their special event. Reimbursement to permittees shall be agreed upon by city and the permit applicant prior to permittees commencing work on design and implementation of said special event recycling program.

J. Public Education for Household Hazardous Waste Program.

1. Household Hazardous Waste Collection Events.

Permittees shall publicize Calabasas household hazardous waste collection events at least once per year through one of the following methods: (1) notices on customer's bill or an insert stuffed in envelope with bill; (2) press releases and public service announcements; (3) submitting an article for inclusion in city's newsletter; and (4) distribution of informational flyers to the general public at appropriate events and through the mail. The method of publicity shall be selected by each permittee and approved by city.

2. Calabasas "ABOP" Disposal Centers.

Permittees shall publicize each public disposal center for antifreeze, batteries, motor oil and latex/water-based paint in the Calabasas area one time per year through one of the following methods: (1) insert stuffed in envelope with customer's bill; (2) press releases and public service announcements; (3) submitting an article for inclusion in the city's newsletter; (4) distribution of informational flyers to the general public at appropriate events and through the mail. The method of publicity shall be selected by each permittee and approved by city.

K. Electronic Waste Recycling Collection.

Permittees shall collect, transport and recycle electronic waste generated at residential, commercial, industrial and institutional premises located within and under the jurisdiction of the city. Permittees shall furnish all labor, supervision, equipment, materials, supplies and all other items necessary to perform electronic waste collection in a thorough, workmanlike and efficient manner to the reasonable satisfaction of the city, so that residents, businesses and institutions within the city are provided reliable, courteous and high quality collection and recycling services at all times.

1. Sale or Disposition of Recyclable Materials

Permittees shall process, segregate, prepare for market, transport and deliver the collected electronic waste to a purchaser, a licensed, permitted or certified material recovery facility, or a person who will use the materials in a process or product and who will not landfill the electronic waste. Permittees shall obtain a certificate of purchase or end use, establishing that the materials delivered have in fact been recycled. No electronic waste collected shall be disposed of on land or through transformation without the prior written consent of the city. Such consent shall not be unreasonably withheld by the city.

2. Fees to Be Charged.

Permittees may establish a fee to be charged for the collection of electronic waste. The prices charged by permittee shall not exceed those established by the city council pursuant to this chapter.

L. Advisory Obligations of Permittees.

Permittees shall provide, at no cost, technical assistance and supportive services to the city, and to residential, commercial, industrial and institutional premises occupied by waste generators and potential waste generators or their agents by providing the following services upon request:

1. General consulting services on integrated waste management issues and concerns. Examples are, but not by way of limitation, preparing a position paper on a municipal solid waste issue, providing a legal opinion or policy recommendation on a focused concern or reviewing and commenting on proposed legislation or state regulations and their impact on Calabasas.
2. Technical assistance services, such as the review of site plans, detailed drawings of enclosures for municipal solid waste containers and estimated volume and characterization of waste expected to be generated on a case-by-case basis, as may be required by the Municipal Code or conditions of approval for issuance of a development plan or building permit. Field trips to review subject property may be required to fulfill permittees' obligations.
3. Attendance of qualified, knowledgeable employees at meetings of the city council, city planning commission, city staff, the environmental standards commission, the AB 939 local task force, etc. Such attendance shall be coordinated between city and permittees.

M. Edible Food Recovery Required

Tier One One commercial edible food generators shall comply with the requirements of Title 14, Division 7, Chapter 12 of the California Code of Regulations commencing January 1, 2022. Tier Two commercial edible food generators shall comply with the requirements of Title 14, Division 7, Chapter 12 of the California Code of Regulations commencing January 1, 2024.

A large venue or large event operator that does not provide food services, but allows for food to be provided, shall require food facilities operating at the

large venue or large event to comply with the requirements of Title 14, Division 7, Chapter 12 of the California Code of Regulations.

Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food for human consumption that would otherwise be disposed or diverted.
2. Contract with or enter into a written agreement with food recovery organizations for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization.
4. Commercial edible food generators and food recovery organizations shall maintain a record acceptable to City Manager and in compliance with applicable law.
5. Keep records that include the information as otherwise specified in 14 CCR Section 18991.4.

Food recovery organizations shall comply with the following requirements:

1. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the records as specified by 14 CCR Section 18991.5(a)(1) and (2)
2. Food recovery organizations that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more commercial edible food generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction it is located in the total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two commercial edible food generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1, 2022.

In order to support edible food recovery capacity planning assessments or other studies, food recovery organizations operating in the city shall provide information and consultation to the city, upon request.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.510 Inspection by city.

The city or the city's agent shall have the right, to observe and inspect all of the permittee's operations involved in providing services within city. The city may enter permittee's facilities, speak to any of permittee's employees and receive a response to any inquiries directed to such employees, and review and make copies of (at city's expense) all of permittee's operational records related to services provided in city. If city so requests, permittee shall make specified personnel available to accompany city employees on inspections.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.520 AB 939 requirements.

Permittees shall, at city request and at permittee's sole cost and expense:

- A. Assist city in responding to inquiries from the board;
- B. Assist city in preparing for, and participating in, the board's biannual and biennial reviews of the city's source reduction and recycling element pursuant to Public Resources Code Section 41825;
- C. Assist city in applying for an extension under Public Resources Code Section 41820, if so directed by city; and
- D. Assist city in any hearing conducted by the board, which may culminate in issuance of a compliance order, held under Public Resources Code Section 41825.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.530 Collection from city facilities and city cleanup.

A. Regular Disposal Service.

At city request permittees shall provide collection services, at no charge to the city, for refuse containers on all city-owned property and at those locations designated by the city at which city-sponsored events are held. The collections shall be made at a frequency acceptable to the city.

The locations at which such collections are to be made include, but are not limited to, the following:

1. City hall and city corporation yard;
2. All city operated parks;
3. The tennis and swim center;
4. All city bus stops; and
5. As additional city facilities are developed, acquired or expanded, collection services may be requested by city and shall be provided by permittees at no charge to the city.

B. Annual City Cleanups.

At the request of city, permittees shall provide annual city-wide cleanup events wherein residents (non-commercial) place out by appointment, or take to central collection points for collection, unlimited quantities of non-hazardous waste including tree and yard trimmings, bulky items, cleanout items, etc. Permittees shall cooperate with city in establishing dates and times for said cleanup events.

C. Disaster Debris Cleanup.

At the request of the city, each permittee (with input from city's representative) shall provide city with information to be used in the event of a natural disaster such as an earthquake, flood, mudslide, fire, or other natural disaster. The information to be submitted to city is as follows:

1. Describe a plan for radio, cellular telephone, ham radio, and other methods of communication for use immediately after the disaster to coordinate the cleanup.

-
2. List key permittee contact persons, telephone numbers, and other information necessary for communications after a disaster.
 3. Provide maps showing proposed sites for stockpiling disaster debris that cannot immediately be transported to a landfill or to a material recovery facility.
 4. Provide a list of a minimum of three vendors that would be available to receive and recycle disaster debris in the event of an earthquake or other natural disaster.
 5. Describe a plan to recycle the most material possible listing different types of materials and methods of recycling.

In the event of a natural disaster, permittees shall cooperate with city staff, city and county emergency preparedness personnel, local law enforcement personnel, and federal and state emergency personnel in the cleanup of disaster debris. Permittees shall provide to city any and all records of permittee's disaster debris cleanup operations including costs, person hours worked, location of disaster debris, debris recycling efforts, and any other information requested by city.

D. Special Cleanups.

Permittees shall provide roll-off bin service and operational assistance free of charge, excluding disposal fees, when the city participates in a regional cleanup (such as the streambed cleanup), in response to illegal dumping, or for large special events. Such assistance shall include up to ten (10) roll off trips annually and may be part of a single cleanup or special event or multiple cleanup or special events. Additional roll off trips may be requested by city and a cost for such additional work shall be negotiated between city and selected permittee(s).

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.540 Air quality – Alternative fuel vehicles.

The city has a long-term goal of reducing automobile and truck emissions to the extent feasible with commercially available technology. Permittees shall monitor developments in pollution control technology and shall implement the use of alternative fuel vehicles if and when the cost effectiveness and technical viability of such vehicles occurs.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.550 Cooperation with subsequent providers.

At the expiration of a permit term, or in the event of permit revocation, or in the event of award of one or more franchises by city, each permittee, at its own expense, shall cooperate fully with the city to ensure an orderly transition to any and all new service providers. Such cooperation shall include, but not be limited to, providing route maps, route lists, customer account lists and other similar information.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.560 Mailing lists.

Each permittee shall, upon city request, provide to city copies (electronically and hard copy) of its current mailing lists for all residential, commercial, industrial and institutional customers and accounts within city within ten (10) days of such request by city.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.570 Care of containers.

No person shall throw containers or recycling containers from any vehicle to the ground, or in any other way break or damage or roughly handle such containers.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.580 Unauthorized use of containers.

No person other than the permittee that provides collection services at the premises, or the owner or employee of the owner of the container, or the person upon whose premises such container is located, or a city employee, shall remove any material from a municipal solid waste or recyclable container.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.590 Tampering with containers.

No person other than the owner or occupant of the premises where a container is located, or the permittee who provides collection services at the premises where the container is located, or a city employee on city business, shall tamper with, or remove any container or other equipment used for the storage of municipal solid waste or recyclable materials.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.600 Containers for garbage, market refuse and rendering waste.

Any container to be placed for collection containing garbage, market refuse or rendering waste shall have a tightly fitting cover. Said cover shall be used at all times. All solid waste set out by generators on the street or other designated location for collection by the garbage collector shall be placed in covered containers. No container shall be loaded beyond its capacity. It shall be the responsible parties' responsibility to keep the containers used for the storage and collection solid waste material generated on the premises in a clean and sanitary condition. No material or containers shall be kept or handled in such a manner as to become a nuisance. No solid waste shall be allowed to become odoriferous or a producer of vermin. Lids on containers shall remain closed at all times while stored or placed for collection.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.610 Unauthorized setting out of containers.

No person occupying, using or in charge of any premises shall set out or cause to be set out for collection during any week any municipal solid waste or recyclable materials not originating on the premises.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.620 Containers at residential premises.

Permittees shall furnish all containers needed for municipal solid waste generated at residential premises. The number of containers furnished to individual residential waste generators shall be those determined to best meet the needs of the waste generator and shall be sufficient to contain, with the lid closed, all municipal solid waste generated between collections. Permittees shall offer a selection of solid waste container sizes to residential property owners and householders as set forth in a resolution of the city council. All containers used at any residential premise must meet applicable safety standards as outlined by the consumer product safety commission.

In the event a residential property owner or householder has generated municipal solid waste not susceptible to placement in a wheeled cart, or an excess quantity of municipal solid waste that will not fit in the normal storage container, said residential property owner or householder shall contact the permittee and request special solid waste collection service for the extra solid waste. Said solid waste may be placed for collection at the same place and time as the wheeled cart if it is securely tied in bundles not heavier than is permitted by CAL-OSHA, not more than four feet in length, nor more than eighteen (18) inches in diameter. Wooden boxes, crates, pallets, or cardboard boxes are to be broken down and stacked neatly at the residence's municipal solid waste collection point. No cardboard box or paper bag may be used as a container for municipal solid waste.

Permittees may charge a special fee, over and above the standard monthly charge, for the collection of additional municipal solid waste generated by a residential property owner or householder. The city council may establish a maximum rate to be charged for collection of such excess residential municipal solid waste. (Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.630 Accumulation of municipal solid waste prohibited.

It shall be unlawful for any person owning, managing or having the control of any premises or vacant lot or any person occupying a dwelling within the city to permit the accumulation of municipal solid waste and/or recyclable materials to become or remain offensive, unsightly, or unsafe to the public health and safety or hazardous from fire, or to deposit, keep or accumulate, or permit or cause any municipal solid waste and/or recyclable materials to be deposited, kept, or accumulated upon any property, lot or parcel of land, or any public or private place, street, lane, alley or driveway, except as provided in this chapter. No person occupying, owning or in control of any premises shall permit municipal solid waste and/or recyclable materials to accumulate, or to blow about in a manner which creates an unsightly appearance, safety or a health hazard. It shall be unlawful for any person to dispose of their municipal solid waste into containers at locations other than those that may be located upon their property which they own, lease, rent, or at their own place of business.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.640 Placement of containers at residential premises.

In the case of residential premises, wheeled carts, recycling containers and bundles shall be stored in the garage, side yard, or rear yard prior to the time designated for collection. On the appropriate day, the wheeled carts, recycling containers and bundles shall be placed for collection on the curb in front of the premises or on the curb at the side of the premises where the premises are adjacent to more than one street as close to the curb line or edge of roadway as practicable. When the premises are adjacent to a paved alley of sufficient width to allow safe passage of collection vehicles, the wheeled carts, recycling containers and bundles may, upon approval of the manager, be placed within two feet of the rear of the property line of the premises and must be readily accessible for collection from the alley. Permittees and the homeowner may agree, for an additional fee, or the manager may require under unique circumstances, for collection to be made from another location on the premises.

Permittees shall return all wheeled carts and recycling containers in an upright position to the approximate location where found by permittee and without any unnecessary noise or wear and tear or damage to said receptacles.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.650 Residential municipal solid waste containers and recycling containers— Time of placement.

No residential householder shall place or permit to be placed any municipal solid waste, recyclable material, recycling container, wheeled cart or municipal solid waste container at the place of collection at the residential premises before five-thirty p.m. of the day preceding the scheduled collection. No wheeled cart or recycling container may be left at the place of collection after eight p.m. on the day of collection.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.660 Containers—Commercial and industrial.

Permittees shall provide commercial, industrial and institutional customers with municipal solid waste storage containers that are metal and leak proof. Bins (1 through 6 cubic yards capacity) furnished by permittees shall be constructed with plastic lids that are in good repair and capable of being closed, with all hinges attached and operable. All containers used at commercial, industrial and institutional premises must meet applicable safety standards as outlined by the consumer product safety commission. Permittees shall provide locking bins upon customer request. Containers shall be painted and repainted as required to maintain the attractive appearance of the community. All municipal solid waste storage containers, bins and roll off boxes shall have permittee's name or firm name and telephone number painted in a contrasting color to the container color, in legible letters and numerals no less than one inch in height. Containers that have been painted or marked with graffiti shall be repainted or removed from the premises by permittees within twenty-four (24) hours of notification by the customer or city. At the same time as such

containers are removed, they shall be replaced by like-sized containers without evidence of graffiti at no charge to the customer. Permittees shall clean and maintain all containers in a safe and sanitary condition and whenever the city determines that cleaning is required to abate a health concern or nuisance condition.
(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.670 Exclusion of owners of residential property.

- A. No provision of this chapter shall prevent owners of residential property from collecting, transporting and disposing of occasional loads of municipal solid waste generated in or on their property, or from composting green waste and food waste, or from selling or disposing of recyclable materials generated there; provided, however, that no such owner shall employ or engage any unauthorized solid waste enterprise. There is hereby established a rebuttable presumption that an owner of residential property employs an unauthorized hauler whenever he uses a container of over ninety-six-gallons to collect, transport, or dispose of occasional loads of municipal solid waste generated in or on his property. An owner may rebut this presumption by providing the city with written evidence (e.g., sales receipt) that he or she owns the container.
- B. No provision of this chapter shall prevent residential householders or groups or associations of householders from contracting for hauling, disposal, and/or composting of lawn clippings, branches, leaves and similar material generated by gardening or landscaping services which are transported by a gardening, landscaping or composting company performing such service as an incidental part of such service and not as a solid waste enterprise.
- C. Self-haulers shall source separate all recyclables and organics (materials that the city otherwise requires generators to separate for collection in the city's organics and recycling collection program) generated on-site from solid waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2. Self-haulers shall haul their recyclables to a facility that recovers those materials; and haul their organics to a solid waste facility, operation, activity, or property that processes or recovers organics.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

(Ord. No. 2009-266, § 3, 10-28-2009)

8.16.680 Commercial industrial and institutional exclusion.

- A. Source Separated Recyclable Materials.
 - 1. No provision of this chapter shall prevent a commercial, industrial or institutional business owner from selling or donating any source separated recyclable materials, including without limitation, any saleable scrap, discard, reject, by-product, ferrous or non-ferrous metal, plastic, glass, wood, fiber, worn-out or defective part, pallet, packaging material, paper or similar item generated in, on or by a commercial, industrial or institutional premises or business. Provided, however, that no such materials are transported to a landfill or transfer station (as defined in Public Resources

Code Section 40200) for disposition. Source separated recyclable materials within the meaning of this section shall mean recyclable materials separated on the commercial, industrial or institution premises from municipal solid waste for the purpose of donation or sale.

2. No provision of this chapter shall prevent a recycle, junk dealer, non-profit organization or other enterprise engaged in the business of accepting, buying or marketing recyclable materials in the stream of commerce from accepting free of charge or buying recyclable materials including, without limitation, materials mentioned in this subsection A provided such materials are not deposited in a landfill or at a transfer station (as defined in Public Resources Code Section 40200); nor shall any provisions of this chapter prevent such recycler, junk dealer, non-profit organization or enterprise who accepts or buys such materials from removing and transporting such materials to a destination for processing and/or marketing in the stream of commerce. No such recycler, junk dealer, non-profit organization or enterprise shall accept, buy or transport such material without prior authorization from the city, whether in the form of a permit or a franchise agreement.
3. Self-haulers that are commercial businesses (including MFD) shall keep a record of the amount of organics delivered to each solid waste facility, operation, activity, or property that processes or recovers organics; this record shall be subject to inspection by the jurisdiction. The records shall include the following information:
 - a. Delivery receipts and weight tickets from the entity accepting the waste.
 - b. The amount of material in cubic yards or tons transported by the generator to each entity. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organics.

B. Renovation, Rebuilding, Repairs.

No provisions of this chapter shall prevent a commercial, industrial or institutional business owner from arranging for any used, worn, spent, defective, or other part of equipment used in such commercial, industrial or institutional business and requiring renovation, rebuilding, recharging, regeneration, reuse or repair, to be picked up, renovated, rebuilt, recharged, regenerated or otherwise restored and repaired and either returned to such commercial, industrial or institutional business owner or donated or sold to a person, business, organization for use; nor shall any provision of this chapter prevent any person engaged in the business of renovating, rebuilding, recharging, regenerating, or otherwise restoring, repairing or reusing such part or equipment from transporting same from a commercial, industrial, or institutional business or to another person, business or organization for use. No provision of this

chapter shall prevent the removal, transporting or disposing of any part or equipment replaced as part of a repair or equipment service contract.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.690 General exclusions.

No provisions of this chapter shall prevent the collection or disposal of solid waste by other than permittees or franchisees in the following instances:

- A. Municipal solid waste which is collected by city employees from city property and rights of way;
- B. Debris caused by an earthquake or other disaster when assistance of other persons is deemed necessary by the city;
- C. Materials which are not municipal solid waste (e.g., untreated medical waste);
- D. Municipal solid waste generated by governmental entities, which may, by law, make independent arrangements for collection and disposal of municipal solid waste.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.695 Unauthorized container and collections prohibited.

- A. No solid waste enterprise, other than a permittee or franchisee acting within the scope of a permit or franchise, shall deposit, place, or leave any container on any private or public property within the city. Except as authorized by this chapter, no owner or property owner shall allow the placement of, or maintain, an unauthorized container on his, her or its property.
- B. Violators of subsection A. of this section incur criminal and civil liability even if they voluntarily remove an unauthorized container from the city before the issuance of a notice of violation or within the period requested in a notice of violation served under this section.
- C. Pursuant to California Government Code Section 38771, the city council hereby declares a violation of subsection A. of this section to be a public nuisance.
- D. Any container deposited, placed, or left in violation of this section, and its contents, may be removed, impounded, disposed of, or destroyed in the manner set forth herein.
- E. 1. Notwithstanding any other nuisance abatement procedures in this Code, if an enforcement officer identifies a violation of subsection A. of this section, he or she may issue a notice of violation to a container owner and, if applicable, to an owner of property requiring the removal of the unauthorized container from the city within twenty-four (24) hours of the service of notice.
 - 2. A notice of violation shall contain:
 - a. The location of the unauthorized container;
 - b. A brief description of the violation and a reference to this section;
 - c. The time and date of discovery of the violation;
 - d. The time and date of the posting of the notice;
 - e. The expiration date and time of the twenty-four-hour removal period;

- f. A statement that if the unauthorized container is not removed by the expiration of the twenty-four-hour voluntary removal period, the city may remove the unauthorized container to a city designated impound facility for the duration of the impound period. This statement shall include the address and telephone number of that facility;
 - g. A statement that any impounded container along with its contents will be deemed abandoned unless, before the expiration of the impound period, the container owner provides proof of ownership of the container, retrieves it from the impound facility at his, her or its expense and pays the enforcement costs;
 - h. A statement that any container and its contents, if not retrieved before the expiration of the impound period, will be disposed of or destroyed without regard to actual or salvage value;
 - i. The time by and manner in which a container owner or owner may contest the notice;
 - j. A statement that no person shall deposit any municipal solid waste in an unauthorized container; and,
 - k. Any other information that the city manager deems necessary or appropriate.
3. The city shall serve the notice of violation as follows:
- a. Container owner.
 - i. Posted Notice. If an unauthorized container is located entirely on public property, the city shall serve the container owner alone by posting a copy of the notice of violation on the unauthorized container. If an unauthorized container is located entirely or partly on private property, an enforcement officer shall serve the container owner by posting a copy of the notice of violation on that portion of the container located on public property and shall also serve the property owner in the manner set forth in subsection E.3.b. of this section. If an unauthorized container is exclusively on private property, an enforcement officer may post a copy of the notice of violation on that container if consent to inspect it was obtained from a property owner. If the city cannot obtain this consent, a notice of violation may also be posted on an unauthorized container upon execution of an inspection warrant. A notice of violation shall be deemed served on the date and time it is posted on a container.
 - ii. Mailed Notice. Notwithstanding subsection E.3.a.i. of this section, the city may serve a notice of violation on a container owner by first class mail when a container is entirely located on private property; provided, an enforcement officer can identify the container owner from adjoining public or private property. A mailed notice of violation shall be served when mailed.
 - b. Property owner. If a container is located entirely or partly on private property, an enforcement officer may request the owner's consent to

inspect the container. If an enforcement officer cannot obtain this consent, the city shall obtain an appropriate warrant to enter the property and inspect the container. Upon confirming a violation of this section, an enforcement officer shall serve the property owner with a copy of the notice of violation by personal delivery or by mail to the property owner at the address shown on the Los Angeles County Assessor's last equalized assessment roll. Notice shall be deemed served when mailed.

4. The twenty-four hour voluntary removal period starts when the notice of violation is served in the manner authorized in subsection E.3. of this section. Failure of the container owner or property to receive a notice shall not toll or extend that period, or invalidate any action or proceeding pursuant to this section.
- F. If an unauthorized container poses an immediate threat to the public health, welfare, or safety, an enforcement officer may impound it without the notice otherwise required by this section. The enforcement officer shall attempt to provide notice of the removal and impoundment to the container owner and the property owner if their identity and address is actually known to the city. A notice of violation issued under this subsection shall contain all applicable information required under subsection E. of this section other than a time and date by which to remove the unauthorized container.
- G. Upon notice and expiration of the time set forth in a notice of violation, an enforcement officer may impound unauthorized container, unless the container owner or owner timely appeals pursuant to paragraph J. of this section.
- H. 1. If an unauthorized container is located entirely or partly on private property, an enforcement officer shall seek the consent of the property owner prior to entering the property or impounding the container. If the enforcement officer cannot secure this consent, he or she shall obtain an appropriate warrant. The city's preparation and procurement of a warrant shall not toll the impound period.
2. No delay by the city in impounding an unauthorized container shall alter the duties of the container owner or property owner pursuant to a notice of violation, or otherwise under this section or other applicable law.
- I. Whether the city impounds an unauthorized container pursuant to subsections F. or G. of this section, the container owner and the property owner shall be jointly and severally liable for the payment of the enforcement costs to the city with respect to that unauthorized container.
- J. 1. Any container owner or property owner may submit a written appeal of a notice of violation to the city clerk within twenty-four (24) hours of the service of the notice. The appeal shall state its grounds and be accompanied by any filing fee established from time to time by resolution of the city council. Failure of the city clerk to receive a timely request for an appeal and a filing fee constitutes a waiver of the right to appeal and the city may impound an unauthorized container for the duration of the impound period. If an unauthorized container is located

entirely or partly on private property, the city may impound it only as set forth in paragraph H. of this section.

2. The city may not release an impounded container until the container owner pays the enforcement costs and provides reasonable proof that the person seeking release of the container is the container owner or an authorized agent of the container owner. The container owner shall pay the enforcement costs by cashier's check or money order. If no such payment and proof of ownership is received by the city, the city may dispose of, or destroy, the unauthorized container and its contents without regard to their actual or salvage value after the latest of (i) the expiration of the impound period; (ii) ten (10) days after service of the written decision of the city manager pursuant to paragraph K. of this section; or (iii) expiration of any stay or other judicial order issued upon judicial review of the city manager's denial of an appeal. Notwithstanding the disposal and destruction of an unauthorized container and its contents, violators of this section remain jointly and severally liable for the city's enforcement costs, which sums constitute a debt that may be collected in any manner allowed by law.
- K. Within ten (10) days of the filing of an appeal, the city manager shall conduct a hearing on the appeal. Appeal hearings shall be informal and formal rules of evidence and procedure shall not apply. Within ten (10) days after conclusion of the hearing, the city manager shall provide a written decision to the appellant by first class mail. The decision of the city manager shall be a final decision of the city but shall be subject to judicial review as provided in California Code of Civil Procedure section 1094.5.
- L. If the city manager grants an appeal, the container shall not be removed or impounded unless later found in violation of this section. If the city manager denies the appeal the city shall only release the unauthorized container pursuant to subsection J.2. of this section.
- M. No person shall deposit any municipal solid waste within any container on which a notice has been posted pursuant to paragraph E. of this section.
(Ord. No. 2009-266, § 4, 10-28-2009)

8.16.700 Penalty for violation of chapter.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this chapter. Any person, firm, partnership or corporation violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each such person, firm, partnership or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of the provisions of this chapter is committed, continued or permitted by such person, firm partnership or corporation, and shall be deemed punishable therefor as provided in this chapter.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.710 Civil remedies available.

The violation of any of the provisions of this chapter shall constitute a nuisance and may be abated by the city through civil process by means of a restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

(Ord. 2004-192 § 1 (part), 2004: Ord. 98-134 § 2 (part), 1998)

8.16.720 Remedies cumulative.

The remedies specified in this chapter shall be cumulative and the city may resort to any other remedy available at law or in equity; and resorting to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.

(Ord. No. 2009-266, § 5, 10-28-2009)

SECTION 2. Effective Date: this ordinance shall take effect on January 1, 2022.

PASSED, APPROVED AND ADOPTED this ____ day of November 2021.

James R. Bozajian, Mayor

ATTEST:

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk

APPROVED AS TO FORM:

Matthew T. Summers Colantuono,
Highsmith Whatley, PC
City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 18, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

SUBJECT: CALABASAS TENNIS AND SWIM CENTER (CTSC) HOURS OF OPERATION UPDATE

MEETING DATE: OCTOBER 27, 2021

SUMMARY RECOMMENDATION:

Staff recommends that the City Council receive and file this program update.

BACKGROUND:

In response to the COVID-19 pandemic, adherence to the County of Public Health and Center of Disease Control guidance to ensure the safety of the community and staff, the Calabasas Tennis and Swim Center was temporarily closed in March of 2020.

The CTSC reopened in May of 2020 in a limited capacity to remain in compliance with County and State COVID-19 guidance. Due to statewide staffing shortages and the lack of staff willing to return to work, the CTSC weekly hours of operation were reduced to accommodate the level of available staff.

DISCUSSION/ANALYSIS:

During the closure and throughout the pandemic, the City and CTSC vendor, Top Seed, experienced loss of staff or staff unwilling to return to work. Therefore, staff reduced the weekly hours of operation from 6 a.m. – 10 p.m. to 7 a.m. – 9 p.m. In

the recent month, staff recruitment has been successful, resulting in candidates being hired and additional candidates going through the hiring process. These employees should be on board by the end of the month. With the addition of these staff members, the CTSC will return to the 10 p.m. closure time beginning Monday, November 1, 2021.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

Staff recommends that the City Council receive and file this program update.

ATTACHMENTS:

None



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 19, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER
BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: PROVIDE DIRECTION ON WHEN TO BEGIN HOLDING HYBRID CITY COUNCIL MEETINGS ENABLING MEMBERS OF THE CITY COUNCIL AND THE PUBLIC TO PARTICIPATE REMOTELY OR IN-PERSON

MEETING DATE: OCTOBER 27, 2021

SUMMARY RECOMMENDATION:

Staff recommends the City Council provide direction on when to begin holding hybrid City Council meetings enabling members of the City Council and the public to participate remotely or in-person.

REPORT:

Pursuant to AB 361, which went into effect on October 1, 2021, at their October 13 meeting the City Council adopted Resolution No. 2021-175, authorizing remote teleconferencing meetings so long as the City Council complies with certain requirements. Determinations by the City Council that the emergency affects the ability to meet safely in person must be renewed every 30 days.

If the City Council moves to hold hybrid meetings, COVID-19 protocols would be implemented for those wishing to participate in person. In addition, staff would offer

a hybrid model that allows for remote participation for members of the public who cannot attend. These hybrid models are not "problem free." A technological glitch in the meeting could prevent action in the meeting. Over the past several months, the City has not observed any lessening of public participation in City Council meetings because of virtual meetings. Continuing the remote meetings would provide for a consistent meeting format until the Governor's state of emergency is lifted.

Staff contacted the COG and other LA cities to inquire how their meetings are being handled. Summary of cities that responded are listed below. 15 cities are still conducting remote meetings. Eight cities are conducting hybrid meetings and only one city has returned to in-person meetings.

City	Remote/Hybrid	Protocols
Agoura Hills	They had a hybrid meeting in July, but went back to remote	
Hidden Hills	Remote	
Malibu	Remote. They'll be discussing in Nov whether to do change	
Westlake Village	Remote	
Los Angeles	Hybrid	<p>Councilmembers attend in-person and public participates remotely. Mandatory for all participants who attend in-person (Councilmembers and staff) to be vaccinated and receive a COVID-19 rapid test before the meeting. An on-site testing process was implemented. Tests are administered at no cost to the participants.</p> <p>No anticipated date to return to in-person meetings for the public. City Hall is not open to the public</p>
Monterey Park	Remote	
Claremont	Remote	

South El Monte	Hybrid	Masks are required
Inglewood	Hybrid	Remote participation of public
Gardena	Remote	Will revisit each month per AB 361
Hermosa Beach	Hybrid	None
Temple City	Remote	Will revisit each month per AB 361
Norwalk	Hybrid	Masks are required
Maywood	Remote	
Rosemead	Hybrid	Social distancing; limit room capacity in Chamber to allow for social distancing; mask must be worn at all times
Alhambra	Remote	
Signal Hill	Remote	
Pomona	Remote	
Santa Monica	Hybrid	Council and staff in-person, but public only remote
Torrance	In-person	Masks are required. Large bag/purse search
Glendora	Remote	
Pasadena	Remote	
Bradbury	Hybrid	
Monrovia	Remote	

RECOMMENDATION:

That the City Council provide direction on when to begin holding hybrid City Council/Commission meetings enabling members of the City Council and the public to participate remotely or in-person.

ATTACHMENT:

None.



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:04:31PM
 Page 1 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
111863	10/13/2021	COURTYARD PHARMACY	MEDICAL TESTING	2,130.00	Administrative Services
111818	10/6/2021	CYBERCOPY, INC.	COPY/PRINTING SERVICE	1,942.63	Administrative Services
111911	10/13/2021	WELLNESSMART	PRE-EMPLOYMENT PHYSICALS	140.00	Administrative Services
111864	10/13/2021	CR PRINT	BUSINESS CARDS	139.62	Administrative Services
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	60.62	Administrative Services
111909	10/13/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Administrative Services
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	7.03	Administrative Services
Total Amount for 7 Line Item(s) from Administrative Services				\$4,464.90	
City Attorney					
111810	10/6/2021	BURKE, WILLIAMS, SORENSEN, LLP	LEGAL SERVICES	320.00	City Attorney
Total Amount for 1 Line Item(s) from City Attorney				\$320.00	
City Council					
111838	10/6/2021	SCOTT ROEB	CATERING- SOTC	6,241.50	City Council
111841	10/6/2021	SOUTHERN CALIFORNIA ASSOC. OF	MEMBERSHIP DUES FY 21/22	2,672.00	City Council
111809	10/6/2021	BOZAJIAN/JAMES R.//	REIMB TRAVEL- 2021 CCCA	1,350.92	City Council
111809	10/6/2021	BOZAJIAN/JAMES R.//	REIMB TRAVEL- 2021 LCC	1,126.76	City Council
111816	10/6/2021	CONEJO AWARDS	SOTC AWARDS	398.97	City Council
111811	10/6/2021	CALABASAS HIGH SCHOOL	DONATION- SOTC 2021	250.00	City Council
111812	10/6/2021	CALABASAS HIGH SCHOOL	DONATION- SOTC 2021	150.00	City Council
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	142.18	City Council
Total Amount for 8 Line Item(s) from City Council				\$12,332.33	
City Management					
111876	10/13/2021	HERNANDEZ/MARICELA//	REIMB TRAVEL- 2021 LCC	571.03	City Management
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	142.19	City Management
Total Amount for 2 Line Item(s) from City Management				\$713.22	
Civic Center O&M					
111814	10/6/2021	CIRCULATING AIR, INC.	HVAC MAINTENANCE	7,925.00	Civic Center O&M
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	4,387.07	Civic Center O&M



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021

Time: 1:05:15PM

Page 2 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	4,387.07	Civic Center O&M
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	4,387.07	Civic Center O&M
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,559.16	Civic Center O&M
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,559.16	Civic Center O&M
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,559.16	Civic Center O&M
111839	10/6/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,843.76	Civic Center O&M
111839	10/6/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,843.76	Civic Center O&M
111831	10/6/2021	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	725.00	Civic Center O&M
111831	10/6/2021	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	725.00	Civic Center O&M
111831	10/6/2021	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	697.00	Civic Center O&M
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	677.72	Civic Center O&M
111831	10/6/2021	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	585.00	Civic Center O&M
111814	10/6/2021	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
111814	10/6/2021	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	547.94	Civic Center O&M
111874	10/13/2021	GROWING ROOTS	PLANT MAINTENANCE	523.00	Civic Center O&M
111874	10/13/2021	GROWING ROOTS	PLANT MAINTENANCE	250.00	Civic Center O&M
111897	10/13/2021	SECURAL SECURITY CORP	SECURITY- SERVICE CALLS	226.03	Civic Center O&M
111827	10/6/2021	INNER-I ...SECURITY IN FOCUS	MAY-JUL 2021 MONITORING- CITY	90.00	Civic Center O&M
111827	10/6/2021	INNER-I ...SECURITY IN FOCUS	AUG-OCT 2021 MONITORING- CITY	90.00	Civic Center O&M
111910	10/13/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	78.80	Civic Center O&M
Total Amount for 23 Line Item(s) from Civic Center O&M				\$38,827.70	
Community Development					
111820	10/6/2021	DIGITAL MAP PRODUCTS	GIS SUBSCRPT/COMM VIEW	29,711.44	Community Development
111817	10/6/2021	COUNTY CLERK, CO. OF L.A.	NOE FILING FEE- CEQA	3,520.25	Community Development
111818	10/6/2021	CYBERCOPY, INC.	COPY/PRINTING SERVICE	652.02	Community Development
111818	10/6/2021	CYBERCOPY, INC.	COPY/PRINTING SERVICE	586.74	Community Development
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	256.92	Community Development
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	176.05	Community Development
111837	10/6/2021	SAAVEDRA/ARMANDO//	REIMBURSE- BOOTS	120.99	Community Development
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	64.16	Community Development
Total Amount for 8 Line Item(s) from Community Development				\$35,088.57	
Community Services					
111867	10/13/2021	DSR AUDIO	SOUND/POWER- PUMPKIN FEST	9,145.00	Community Services



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:05:15PM
 Page 3 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111880	10/13/2021	JOLLY BOUNCER, INC.	ENTERTAINMENT- PUMPKIN FEST	4,355.91	Community Services
111830	10/6/2021	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AE WRIGHT	3,959.00	Community Services
111851	10/13/2021	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	3,094.00	Community Services
111866	10/13/2021	DMH ENTERPRISES	ENTERTAINMENT- PUMPKIN FEST	2,500.00	Community Services
111852	10/13/2021	BARNETT LCSW/AMANDA//	ENTERTAINMENT- PUMPKIN FEST	2,000.00	Community Services
111895	10/13/2021	PETTY CASH	PETTY CASH- PUMPKIN FEST	2,000.00	Community Services
111905	10/13/2021	TRUMAN/SUSAN//	ENTERTAINMENT- PUMPKIN FEST	2,000.00	Community Services
111832	10/6/2021	LOS ANGELES COUNTY DEPT. OF	VENDOR PERMITS- PUMPKIN FEST	1,906.00	Community Services
111839	10/6/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,843.76	Community Services
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	1,714.28	Community Services
111840	10/6/2021	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	1,560.05	Community Services
111896	10/13/2021	REPTILE FAMILY	ENTERTAINMENT- PUMPKIN FEST	1,400.00	Community Services
111883	10/13/2021	KEENE MUSIC SERVICES, LLC	ENTERTAINMENT- PUMPKIN FEST	1,325.00	Community Services
111875	10/13/2021	GUDIS/MATT//	ENTERTAINMENT- PUMPKIN FEST	1,200.00	Community Services
111872	10/13/2021	GOODREAU/DOUG//	ENTERTAINMENT- PUMPKIN FEST	1,000.00	Community Services
111840	10/6/2021	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	975.80	Community Services
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	857.87	Community Services
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	857.87	Community Services
111824	10/6/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	857.87	Community Services
111889	10/13/2021	MARKOVA/ANASTASIA//	ENTERTAINMENT- PUMPKIN FEST	825.00	Community Services
111839	10/6/2021	SECURAL SECURITY CORP	2-WAY RADIO	725.80	Community Services
111910	10/13/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	701.57	Community Services
111828	10/6/2021	L.A. CO. FIRE DEPARTMENT	HAZMAT PROGRAM CUPA#AP0019106	559.00	Community Services
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	523.45	Community Services
111821	10/6/2021	DNA ELECTRIC	ELECTRICAL REPAIRS	406.30	Community Services
111898	10/13/2021	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	315.00	Community Services
111897	10/13/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES	287.30	Community Services
111897	10/13/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GRAPE	287.30	Community Services
111897	10/13/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- AHCCC	287.30	Community Services
111804	10/6/2021	AMERIGAS - OXNARD	PROPANE SERVICE	284.74	Community Services
111865	10/13/2021	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	256.00	Community Services
111840	10/6/2021	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	225.50	Community Services
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	216.30	Community Services
111897	10/13/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	201.09	Community Services
111897	10/13/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	201.09	Community Services
111855	10/13/2021	BICKELMAN/MELANIE//	RECREATION INSTRUCTOR	189.00	Community Services
111874	10/13/2021	GROWING ROOTS	PLANT MAINTENANCE	185.00	Community Services
111897	10/13/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	168.30	Community Services



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:05:15PM
 Page 4 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111846	10/6/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111893	10/13/2021	OSBORNE/NANCY JO//	RECREATION INSTRUCTOR	151.90	Community Services
111815	10/6/2021	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
111870	10/13/2021	GESAS/HELAINÉ W.//	RECREATION INSTRUCTOR	133.00	Community Services
111840	10/6/2021	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	120.95	Community Services
111897	10/13/2021	SECURAL SECURITY CORP	ALARM RESPONSE- SR CTR	109.35	Community Services
111882	10/13/2021	KARASIK/TRACIE//	RECREATION INSTRUCTOR	105.00	Community Services
111839	10/6/2021	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	85.71	Community Services
111885	10/13/2021	KRANTZ/A STEVEN//	RECREATION INSTRUCTOR	80.50	Community Services
111844	10/6/2021	SWAN-MCDONALD/DEBORAH//	RECREATION INSTRUCTOR	63.00	Community Services
111840	10/6/2021	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	12.30	Community Services
Total Amount for 50 Line Item(s) from Community Services				\$52,574.34	

Finance

111806	10/6/2021	BARTEL ASSOCIATES, LLC	GASB 68 CONSULTING SERVICES	1,400.00	Finance
111856	10/13/2021	BRINK'S INCORPORATED	BANK SERVICE	206.82	Finance
111856	10/13/2021	BRINK'S INCORPORATED	BANK SERVICE	205.46	Finance
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	84.16	Finance
111856	10/13/2021	BRINK'S INCORPORATED	BANK SERVICE	47.15	Finance
111856	10/13/2021	BRINK'S INCORPORATED	BANK SERVICE	12.60	Finance
Total Amount for 6 Line Item(s) from Finance				\$1,956.19	

Library

111854	10/13/2021	BIBLIOTHECA, LLC	E-BOOKS	4,026.32	Library
111825	10/6/2021	INFO USA MARKETING, INC	INFO TRAC SUBSCRIPTION RENEWAL	2,285.00	Library
111854	10/13/2021	BIBLIOTHECA, LLC	E-BOOKS	1,098.43	Library
111878	10/13/2021	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	795.00	Library
111892	10/13/2021	OCLC, INC.	MEMBERSHIP DUES- OCT 2021	775.69	Library
111826	10/6/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	624.92	Library
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	553.92	Library
111826	10/6/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	464.03	Library
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	266.57	Library
111826	10/6/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	246.81	Library
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	179.16	Library
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	131.21	Library
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	115.10	Library



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:05:15PM
 Page 5 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	86.39	Library
111826	10/6/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	78.12	Library
111808	10/6/2021	BLACKSTONE PUBLISHING	AUDIO BOOKS-LIBRARY	65.85	Library
111808	10/6/2021	BLACKSTONE PUBLISHING	DVD'S-LIBRARY	44.60	Library
111808	10/6/2021	BLACKSTONE PUBLISHING	AUDIO BOOKS-LIBRARY	37.14	Library
111813	10/6/2021	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	34.06	Library
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	33.39	Library
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	31.55	Library
111833	10/6/2021	MIDWEST TAPE, LLC	DVD'S-LIBRARY	29.94	Library
111826	10/6/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.35	Library
111826	10/6/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.35	Library
Total Amount for 24 Line Item(s) from Library				\$12,043.90	

LMD #22

111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	20,650.67	LMD #22
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	14,700.68	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	12,726.10	LMD #22
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,579.00	LMD #22
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	11,005.81	LMD #22
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,969.55	LMD #22
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,943.43	LMD #22
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,924.23	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,991.21	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,606.30	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,774.01	LMD #22
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,221.69	LMD #22
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	936.44	LMD #22
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	685.00	LMD #22
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	653.34	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	645.18	LMD #22
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	424.39	LMD #22
111842	10/6/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	399.46	LMD #22
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	386.03	LMD #22
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	280.00	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	264.85	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	224.83	LMD #22
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	148.24	LMD #22



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021

Time: 1:05:15PM

Page 6 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	143.80	LMD #22
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	142.64	LMD #22
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	141.00	LMD #22
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	64.89	LMD #22
111842	10/6/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	50.15	LMD #22
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	44.87	LMD #22
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	32.45	LMD #22
111842	10/6/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.66	LMD #22
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	22.28	LMD #22
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	15.65	LMD #22
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	12.56	LMD #22
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	5.36	LMD #22
Total Amount for 35 Line Item(s) from LMD #22				\$100,845.75	

LMD #24

111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,076.14	LMD #24
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,470.09	LMD #24
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,264.01	LMD #24
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,117.75	LMD #24
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	913.88	LMD #24
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	661.13	LMD #24
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	310.56	LMD #24
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	252.32	LMD #24
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	20.30	LMD #24
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	10.13	LMD #24
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	6.88	LMD #24
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	4.89	LMD #24
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	3.95	LMD #24
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1.65	LMD #24
Total Amount for 14 Line Item(s) from LMD #24				\$8,113.68	

LMD #27

111891	10/13/2021	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	29,530.00	LMD #27
111891	10/13/2021	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	13,049.00	LMD #27
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	17.05	LMD #27
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	6.37	LMD #27



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:05:15PM
 Page 7 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	3.19	LMD #27
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	2.20	LMD #27
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1.54	LMD #27
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	1.23	LMD #27
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.53	LMD #27
Total Amount for 9 Line Item(s) from LMD #27				\$42,611.11	

LMD #32

111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,450.26	LMD #32
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,230.02	LMD #32
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	14.72	LMD #32
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	1.19	LMD #32
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.57	LMD #32
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.28	LMD #32
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.28	LMD #32
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	0.26	LMD #32
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.07	LMD #32
Total Amount for 9 Line Item(s) from LMD #32				\$3,697.65	

LMD 22 - Common Benefit Area

111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	41,317.80	LMD 22 - Common Benefit Area
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	11,659.31	LMD 22 - Common Benefit Area
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,742.66	LMD 22 - Common Benefit Area
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,730.08	LMD 22 - Common Benefit Area
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,291.81	LMD 22 - Common Benefit Area
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	489.27	LMD 22 - Common Benefit Area
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	217.34	LMD 22 - Common Benefit Area
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	53.87	LMD 22 - Common Benefit Area
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	23.83	LMD 22 - Common Benefit Area
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	15.93	LMD 22 - Common Benefit Area
111842	10/6/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	15.03	LMD 22 - Common Benefit Area
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	11.50	LMD 22 - Common Benefit Area
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	10.88	LMD 22 - Common Benefit Area
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	3.83	LMD 22 - Common Benefit Area



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:05:15PM
 Page 8 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 14 Line Item(s) from LMD 22 - Common Benefit Area				\$65,583.14	
Media Operations					
111849	10/6/2021	WEBROOT SOFTWARE	WEBROOT PROTECTION	2,491.80	Media Operations
111845	10/6/2021	TIME WARNER CABLE	CABLE MODEM- CITY HALL	1,615.00	Media Operations
111803	10/6/2021	AMERICOMP GROUP IMAGING	PRINTER REPAIRS	1,091.81	Media Operations
111845	10/6/2021	TIME WARNER CABLE	CABLE MODEM- CITY HALL	796.18	Media Operations
111823	10/6/2021	FUSION CLOUD COMPANY	DSL SERVICE	598.28	Media Operations
111873	10/13/2021	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	112.31	Media Operations
Total Amount for 6 Line Item(s) from Media Operations				\$6,705.38	
Non-Departmental - Finance					
111897	10/13/2021	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,739.49	Non-Departmental - Finance
111822	10/6/2021	EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	2,531.51	Non-Departmental - Finance
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	582.29	Non-Departmental - Finance
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	275.93	Non-Departmental - Finance
111858	10/13/2021	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	153.35	Non-Departmental - Finance
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	53.99	Non-Departmental - Finance
Total Amount for 6 Line Item(s) from Non-Departmental - Finance				\$7,336.56	
Payroll					
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	4,927.92	Payroll
111819	10/6/2021	DEAGON/LINDSAY//	COBRA PREMIUM/ARPA 2021	2,529.58	Payroll
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1,478.52	Payroll
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	1,060.18	Payroll
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1,037.57	Payroll
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	713.34	Payroll
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	249.60	Payroll
Total Amount for 7 Line Item(s) from Payroll				\$11,996.71	
Police / Fire / Safety					
111886	10/13/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2021	407,534.41	Police / Fire / Safety
111886	10/13/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2021	10,599.10	Police / Fire / Safety



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:05:15PM
 Page 9 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111888	10/13/2021	LIFELOC TECHNOLOGIES, INC.	PAS UNIT MAINTENANCE	252.64	Police / Fire / Safety
Total Amount for 3 Line Item(s) from Police / Fire / Safety				\$418,386.15	
Public Safety & Emergency Preparedness					
111884	10/13/2021	KR NIDA CORPORATION	RADIO SERVICE	3,073.44	Public Safety & Emergency Preparedness
Total Amount for 1 Line Item(s) from Public Safety & Emergency Preparedness				\$3,073.44	
Public Works					
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	18,592.38	Public Works
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,786.19	Public Works
111859	10/13/2021	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	8,328.66	Public Works
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,197.86	Public Works
111834	10/6/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	5,495.00	Public Works
111904	10/13/2021	TKM ENGINEERING	ENGINEERING SERVICES	4,902.50	Public Works
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,869.99	Public Works
111861	10/13/2021	CONVERSE CONSULTANTS	CONSULTING SERVICES	3,585.00	Public Works
111805	10/6/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE- LOST	2,270.00	Public Works
111834	10/6/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,000.00	Public Works
111862	10/13/2021	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,964.21	Public Works
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,731.55	Public Works
111847	10/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,616.08	Public Works
111829	10/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,081.77	Public Works
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	151.66	Public Works
111909	10/13/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	150.00	Public Works
111842	10/6/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	76.78	Public Works
111906	10/13/2021	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	62.80	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	61.98	Public Works
111912	10/13/2021	WILD FUTURES, PROJECT OF	BROCHURES	45.40	Public Works
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	33.89	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	27.99	Public Works
111907	10/13/2021	UNDERGROUND SERVICE ALERT	STATE REGULATORY FEE	26.52	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	24.76	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	19.37	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	18.42	Public Works
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	16.88	Public Works
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	16.88	Public Works



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021

Time: 1:05:15PM

Page 10 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	14.14	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	13.26	Public Works
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	12.21	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	10.19	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	9.34	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	7.88	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	6.28	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	6.19	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	6.13	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	6.11	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	5.63	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	5.44	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	4.54	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	4.44	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	4.38	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	3.80	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	3.76	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	3.40	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	2.99	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	2.96	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	2.95	Public Works
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	2.51	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1.35	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1.09	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1.07	Public Works
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.91	Public Works
Total Amount for 54 Line Item(s) from Public Works				\$73,297.47	

Recoverable / Refund / Liability

111835	10/6/2021	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	750.00	Recoverable / Refund / Liability
111871	10/13/2021	GOLDSMITH/ANDREW//	REFUND- DUPLICATE PAYMENT	225.00	Recoverable / Refund / Liability
111894	10/13/2021	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	100.35	Recoverable / Refund / Liability
111853	10/13/2021	BEACH CITIES REFRESHMENT SVCS	REFUND- PUMPKIN FEST	57.00	Recoverable / Refund / Liability
111868	10/13/2021	FRANCHISE TAX BOARD	WAGE GARNISHMENT	50.00	Recoverable / Refund / Liability
111879	10/13/2021	JAWHARY/RANA//	REFUND- PUMPKIN FEST	42.00	Recoverable / Refund / Liability
111857	10/13/2021	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	-16,664.20	Recoverable / Refund / Liability



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021
 Time: 1:05:15PM
 Page 11 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 7 Line Item(s) from Recoverable / Refund / Liability				\$-15,439.85	
<u>Tennis & Swim Center</u>					
111902	10/13/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,012.18	Tennis & Swim Center
111860	10/13/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
111881	10/13/2021	JONAS FITNESS INC	SOFTWARE SERVICES	799.00	Tennis & Swim Center
111848	10/6/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	342.95	Tennis & Swim Center
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	254.14	Tennis & Swim Center
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	61.34	Tennis & Swim Center
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	59.72	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	46.02	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	34.36	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	22.19	Tennis & Swim Center
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	19.04	Tennis & Swim Center
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	17.03	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	15.85	Tennis & Swim Center
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	14.65	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	11.84	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	8.27	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	7.64	Tennis & Swim Center
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	4.55	Tennis & Swim Center
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	2.85	Tennis & Swim Center
Total Amount for 19 Line Item(s) from Tennis & Swim Center				\$3,552.27	
<u>Transportation</u>					
111857	10/13/2021	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	333,284.00	Transportation
111869	10/13/2021	FUSCOE ENGINEERING, INC.	ENGINEERING SERVICES	20,895.00	Transportation
111877	10/13/2021	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE SEP 2021	17,678.50	Transportation
111901	10/13/2021	SOUTHERN CALIFORNIA EDISON	RELOCATE FACILITY	9,958.56	Transportation
111890	10/13/2021	MCCAIN, INC.	TRAFFIC SOFTWARE MAINTENANCE	6,122.00	Transportation
111899	10/13/2021	SIEMENS MOBILITY, INC	TRAFFIC SIGN MAINTENANCE	5,121.44	Transportation
111908	10/13/2021	UNITED PACIFIC	FUEL CHARGES- AUG 2021	4,381.48	Transportation
111899	10/13/2021	SIEMENS MOBILITY, INC	TRAFFIC SIGN MAINTENANCE	2,999.00	Transportation
111899	10/13/2021	SIEMENS MOBILITY, INC	TRAFFIC SIGN MAINTENANCE	2,995.00	Transportation
111904	10/13/2021	TKM ENGINEERING	ENGINEERING SERVICES	2,775.00	Transportation
111861	10/13/2021	CONVERSE CONSULTANTS	CONSULTING SERVICES	2,527.50	Transportation



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021

Time: 1:04:31PM

Page 12 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111850	10/13/2021	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	1,487.43	Transportation
111887	10/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,158.80	Transportation
111864	10/13/2021	CR PRINT	PARKING PERMITS	402.96	Transportation
111862	10/13/2021	COUNTY OF LOS ANGELES	CONTRACT SERVICES	382.46	Transportation
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	245.06	Transportation
111904	10/13/2021	TKM ENGINEERING	ENGINEERING SERVICES	185.00	Transportation
111869	10/13/2021	FUSCOE ENGINEERING, INC.	ENGINEERING SERVICES	172.50	Transportation
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	141.86	Transportation
111903	10/13/2021	STAPLES	OFFICE SUPPLIES	129.71	Transportation
111904	10/13/2021	TKM ENGINEERING	ENGINEERING SERVICES	92.50	Transportation
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	74.31	Transportation
111900	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	48.01	Transportation
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	28.43	Transportation
111843	10/6/2021	STAPLES	OFFICE SUPPLIES	28.26	Transportation
111842	10/6/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	19.20	Transportation
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	2.38	Transportation
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	1.14	Transportation
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.55	Transportation
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.55	Transportation
111836	10/6/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 21	0.51	Transportation
111807	10/6/2021	BCC	LIFE & DISABILITY INS- SEP 21	0.13	Transportation
Total Amount for 32 Line Item(s) from Transportation				\$413,339.23	
GRAND TOTAL for 345 Line Items				\$1,301,419.84	



Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 09/30/2021 to 10/13/2021

Date: 10/18/2021

Time: 1:58:36PM

Page 1 of 1

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Tennis & Swim Center					
14137	10/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	8,988.02	Tennis & Swim Center
14136	10/13/2021	PHILIDELPHIA INSURANCE	INSURANCE EXPENSE	3,116.00	Tennis & Swim Center
14130	10/13/2021	AMTRUST NORTH AMERICA	INSURANCE EXPENSE	2,316.00	Tennis & Swim Center
14140	10/13/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	1,291.50	Tennis & Swim Center
14131	10/13/2021	CI SOLUTIONS	ADMINISTRATIVE EXPENSES	1,264.34	Tennis & Swim Center
14138	10/13/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	1,136.49	Tennis & Swim Center
14133	10/13/2021	COLLINS COMPANY	FACILITY EXPENSE	749.10	Tennis & Swim Center
14138	10/13/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	714.37	Tennis & Swim Center
14134	10/13/2021	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	480.00	Tennis & Swim Center
14132	10/13/2021	CLEAN SWEEP SUPPLY CO INC	FACILITY EXPENSE	466.90	Tennis & Swim Center
14138	10/13/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	433.05	Tennis & Swim Center
14140	10/13/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	292.70	Tennis & Swim Center
14139	10/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	160.00	Tennis & Swim Center
14129	10/13/2021	ADP, INC	ADMINISTRATIVE EXPENSES	99.37	Tennis & Swim Center
14135	10/13/2021	IMAGE SOURCE	ADMINISTRATIVE EXPENSES	2.20	Tennis & Swim Center
Total Amount for 15 Line Item(s) from Tennis & Swim Center				\$21,510.04	
GRAND TOTAL for 15 Line Items				\$21,510.04	

Department	Agenda Headings	Agenda Title/Future Agenda
10-Nov		
1 CC	Presentation	MYC Cup to CHS for winning the voter registration drive
2 CC	Presentation	From Assessor Prang Re: How COVID -19 has affected the structure of our office, market rates, property values, etc.
3 CC	Presentation	Sheriff's Crime Report
4 CC	Presentation	LVMWD update regarding drought and the increasing enforcement actions
5 FIN	Continued Business	PERS unfunded liability
6 CC	New Business	Council discussion on the use Woolsey Fire settlement funds
7 PW	New Business	PS and TTC recommendation regarding Automatic Plate Readers Report
8 CD	New Business	Audi Sign program
9 CD	New Business	Planning Commission recommendation regarding short term rentals exemptions

Future Items

10 CS	New Business	Tennis & Swim Center operations update
11 CD	New Business	Climate Action Plan
12 CC	Consent	Library/Environmental Commission appointments
13 CC	Special	Council priority setting session/workshop
14 PS	New Business	Use of technology (satellite phones) during emergencies
15 HR	New Business	HR Guidelines update
16 CS	Consent	Approving applications for per Capita Grant Funds
17 PW	New Business	Recommendation from the Environmental Commission regarding drought preparedness, water conservation and use of anticoagulants at landscape districts
18 PW	New Business	Fiber optic master plan recommendation
19 PW	New Business	Environmental Commission recommendation regarding gas leaf blowers
20 CM	New Business	Discussion on how to best engage/utilize Commissions
21 CD/Finance	New Business	Annexation update
22 PW	New Business	MTA's review of fare-free transit services
23 CC	Presentation	Chuck Becerra and Sheriff's discussion on use of force
24 CC	New Business	Council Protocols regarding email policy and State of the City

2021 Meeting Dates

Nov 24 - Canceled- Thanksgiving Eve	De 8 - Council Reorganization
	Dec 22 - Canceled