



CITY of CALABASAS

CITY COUNCIL AGENDA
WEDNESDAY, APRIL 24, 2024 - 7:00 P.M.
COUNCIL CHAMBERS
100 CIVIC CENTER WAY
CALABASAS, CA 91302
www.cityofcalabasas.com

The meeting will be broadcast on CTV Channel 3 and the live stream of the meeting may be viewed online at www.cityofcalabasas.com/ctvlive.

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

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.

[Gov. Code Section 84308](#): Parties to any proceeding involving a license, permit, or other entitlement for use pending the City Council must disclose any campaign contribution over \$250 (aggregated) within the preceding 12 months made by the party, their agent, and those required to be aggregated with their contributions under [Gov. Code Section 82015.5](#). The disclosure must include the amount contributed and the name(s) of the contributor(s).

CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2) & (e)(1)
A point has been reached where, in the opinion of the City Council, on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City. 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))

Number of Potential Cases: [1]

2. Conference with Real Property Negotiator

Government Code Section 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

OPENING MATTERS

Call to Order/Roll Call of Councilmembers

Pledge of Allegiance

Approval of Agenda

Report on Closed Session

PRESENTATIONS

- Proclamation honoring May as Jewish American Heritage Month and denouncing antisemitism
- Fire Department Update
- [By Michael Stahl and Brian Cameron regarding Emergency Preparedness In Calabasas \(EPIC\) mobile app](#)
- [By Jeff Kiernan Regional Public Affairs Manager, Los Angeles County Division for the League of California Cities regarding California Business Round Table Initiative](#)

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATION – PUBLIC COMMENT

CONSENT ITEMS

1. [Approval of April 10, 2024, meeting minutes](#)
2. [Adoption of Resolution No. 2024-1890, initiating proceedings for the levy and collection of assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2024-2025; adoption of Resolution No. 2024-1891, approving a Preliminary Engineer’s Report with respect to levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2024-2025; adoption of Resolution No. 2024-1892, declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 and setting a time and place for public hearing](#)

3. [Authorization to approve Amendment No. 3 for additional \\$50,000 funding and extension of term date to the existing Professional Services Agreement with Municipal Resource Group, LLC PSA amendment](#)
4. [Receive and File letter from Congresswoman Julia Brownley regarding Congressional efforts to address aviation noise impacts](#)

NEW BUSINESS

5. [Adoption of Resolution No. 2024-1893, stating intent to pursue merger of the Agoura Hills/Calabasas Community Center's contract with the California Public Employees' Retirement System into the City of Calabasas' contract with the California Public Employees' Retirement System](#)
6. [City Council consideration of Resolution No. 2024-1894, opposing Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act](#)
7. [Authorize award of Professional Services Agreement to Park Associates, Inc. DBA Park Planet for the Juan Bautista De Anza, Creekside and Highlands Park play structure replacement in the amount of \\$685,000](#)

CONTINUED BUSINESS

8. [Continued discussion of fire safety and resilience code standards](#)

INFORMATIONAL REPORTS

9. [Check Register for the period of March 30-April 12, 2024](#)

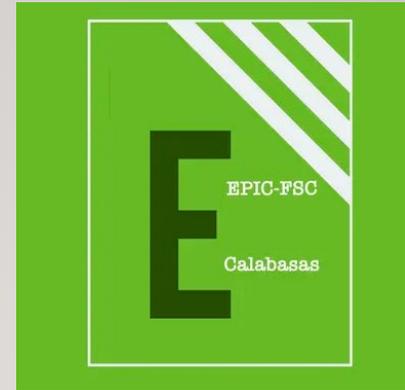
TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE INFORMATION/AGENDA ITEMS

ADJOURN

The City Council will adjourn to a regular meeting on Wednesday, May 8, 2024, at 7:00 p.m.



EPIC-FSC APP

CITY OF CALABASAS & EPIC
PUBLIC PRIVATE PARTNERSHIP

MICHAEL STAHL, DC

BRIAN CAMERON

APRIL 24, 2024

EMERGENCY PREPAREDNESS IN CALABASAS – A FIRE SAFE COUNCIL

- EPIC current offerings:
 - Home hardening
 - ECHO
 - And now, an app
- EPIC's offerings are designed to work with the City's tapestry of services, not in lieu of City efforts
- Public-private partnership

GUIDING PRINCIPALS THAT INFLUENCED OUR APP. THEN WORKED BACKWARDS

- #1 : CERT training *“Do the most good for the most number of people”*
- #2 : LA County *“Neighbors, not professional first responders, typically perform 90% of the rescues in major disasters.”*
- #3 : Dr. Lucy Jones at City of Calabasas, *“Good news? Calabasas does not have any EQ faults. Bad news? You can expect your resources will be diverted elsewhere.”* (paraphrased)
- #4: More damage done by fires than EQ. Dr. Lucy Jones
- #5: 90% of most injuries occur within 1st few hours of EQ



EPIC'S APP :
ELIMINATES THE
SINGLE POINT
OF FAILURE

All content on the app will be
available with or without
electricity and/or cellular
connectivity

DESIGN GOALS / CHALLENGES OF OUR APP:



Goal :To provide citizens with guidance on what to do; **before, during & after** an emergency



The app is **not** the best place to educate. Non-linear presentation



The app is limited by screen size



To minimize loss of battery life, short “**bite-sized**” information



Designed with small amount of memory density



APATHY!

APP vs. PRINT vs. WEB-BASED?

- The app was specifically designed to convey information anticipating the loss of internet and / or cellular services.
- **Pro:** Anything on the app can be updated instantaneously
- **Pro:** All information can now be centralized on a phone (pictures & videos of home... important documents)
- **Pro:** The app can also “push” information if needed
- None of these methods are mutually exclusive to one another

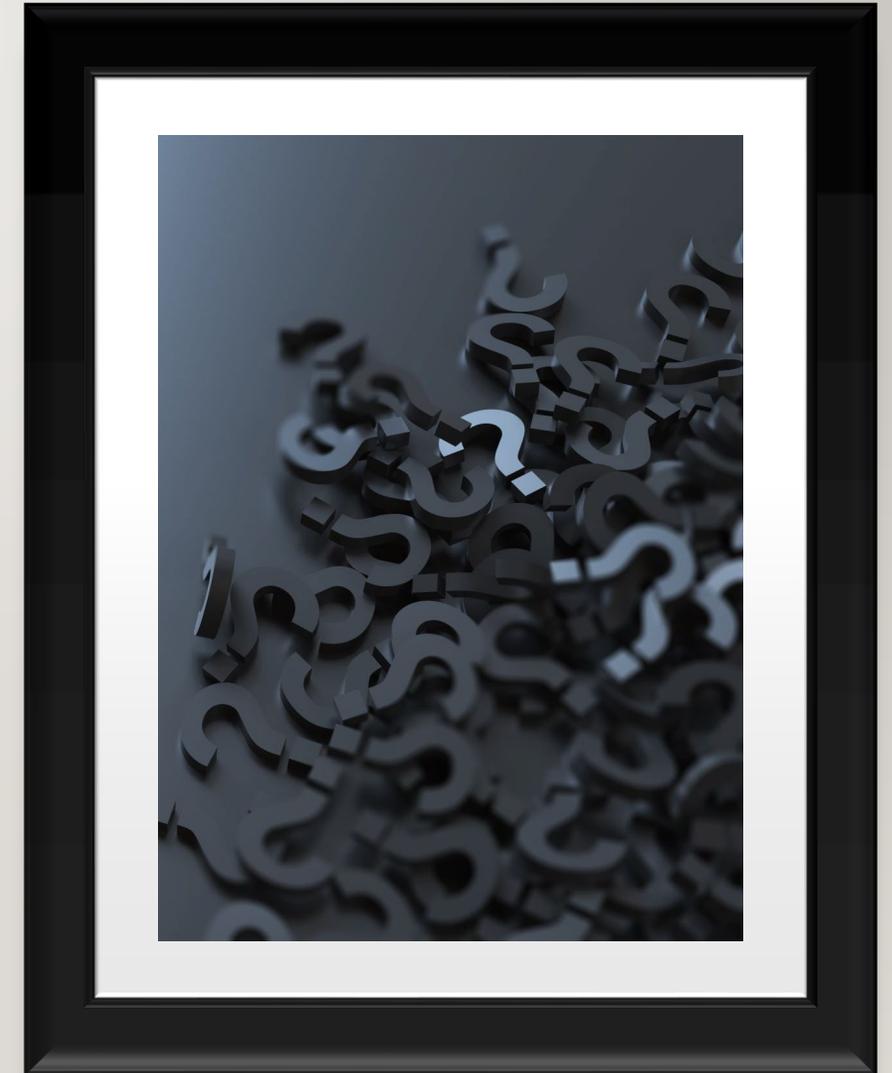


**2 LEVELS OF
CONTENT:
LISTS TO
“DETAILS”**

- #1 injury after Northridge EQ?
- Drink pool water?
- Candles?
- Always turn off gas?
- Harvesting ice, cross contamination?
- Mudslides?
- How to open garage w/ no power?

WHAT ARE SOME UNIQUE FEATURES OF THE APP? FROM **PREP** TO **RECOVERY**

- It's free! No backend data sharing/tracking
- We provide 8 different prep checklists
- “How-to” instructions: Gas, H₂O, Garage door...
- FEMA : Psychological factors associated with emergencies weaved into content
- Content fosters community involvement / helping each other until first responders arrive (remember guiding principal)
- Chronological actions i.e., Phases 1- 4, Short & long-term actions post wildfires
- Dangers / frauds after emergencies

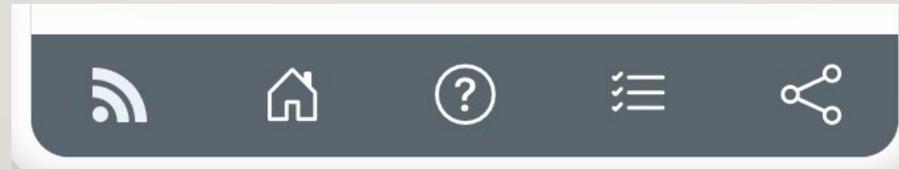


CHECK LISTS:

- Family plan checklist
- Home checklist
- Personal items checklist
- Pet checklist
- Work checklist
- Auto checklist
- Grab-N-Go checklist
- Evacuation checklist

PUBLIC PRIVATE PARTNERSHIP

- We are here with one “ask”
- We would like the City’s help to publicize the app to our neighbors
- Promote our “Share if you care” campaign



- Finally, we are open to **all** suggestions. The app is a “living” / evolving asset

Thank you for your support

STOP THE TAXPAYER
DECEPTION ACT
PROTECT LOCAL SERVICES

**Impacts on California Local
Governments**

Jeff Kiernan

Regional Public Affairs Manager, League of California Cities

Wednesday, April 24, 2024

Ad Paid for by Protecting Local Democracy and Vital Services, a Committee Opposed to Initiative 1935

Sponsored by the League of California Cities. Ad Committee's Top Funder:

League of California Cities

Background

- **Proponent:** California Business Roundtable (CBRT)
 - Comprised of major corporations including developers, oil, insurance, pharmaceutical companies and more.
- Eligible for **November 2024 statewide ballot**.



Overview of Measure

- Significantly threatens local control.
 - Jeopardizes **state and local government funding by billions** annually.
 - **Upends local government tax and fee authority.**
 - Opens the door to **countless lawsuits against cities.**

Fiscal Impact: Cal Cities Analysis

- Over \$20 billion of local government revenues over 10 years at risk.
- \$2 billion each year from fees and charges adopted after January 1, 2022, at risk.
- Hundreds of millions of dollars of annual revenues from tax and bond measures approved by voters after January 1, 2022, cancelled.



Threatens Local Control

- **Taxes and fees adopted after January 1, 2022, that do not comply with the new rules are void.**
- **More difficult for voters to approve funding for local services.**
- **All future taxes must contain a sunset**
 - Measures passed after January 1, 2022 without sunset will be repealed.
 - General tax measures will also require the phrase “for general government use” on the ballot.
- City charters may not be amended to include a tax or fee.

Threatens Local Control

- Fee increases **need to be approved by two-thirds** of local legislative body.
- Fees and charges **may not exceed the “actual cost”** of providing service.
 - “Actual cost” defined as the “minimum amount necessary”
- Fees and charges for corporations to use or lease government property can no longer be market-based.
- Prohibits vehicle miles traveled fees on new developments.

Threatens Local Control, *cont.*

- Rate schedule revisions and regular adjustments to city fees and charges **subject to higher passage thresholds and potential voter approval.**

Examples of Impacted Fees and Charges

- Property development application processing fees
- Plan review
- Gas and electricity service charges
- Parks and Recreation classes and lessons
- Child care services
- Jail booking fees
- Copies of police reports
- Emergency services fee
- Building permit fees
- Sales tax audits
- Abatement of weeds on private property

- Conducting inspections of rental housing
- Fire inspections
- Fines and penalties for administrative Code enforcement
- Charges for specific health care services
- Lease of city museum to non-profit organization
- Use of Council Chambers by private groups
- Use/lease of city-owned convention center
- Use/lease of city-owned park or other recreation area
- Charges imposed as a condition of property development

Also Upends State Tax & Fee Authority

- All state taxes **require majority voter approval.**
- **Requires two-thirds legislative approval** of certain state fees.
- **Changes legal standards** for proving a state charge is a fee and not a tax.



Groups Opposed to Measure

- League of California Cities
- Alliance for a Better California
- California Alliance for Jobs
- Rebuild SoCal Partnership
- California State Association of Counties
- California Special Districts Association
- California Contract Cities Association
- **And 250+** individual cities, counties, and districts



California Special
Districts Association
Districts Stronger Together



StopTaxpayerDeceptionAct.com

STOP THE TAXPAYER
DECEPTION ACT
PROTECT LOCAL SERVICES

Other Things to Know

- **Legal challenge recently filed by Governor and Legislature.**
- **ACA 13 also on November 2024 ballot.**
 - If passed by more votes, would require higher threshold for passage of this measure (two-thirds vote)

POLITICOPRO

Newsom and Legislature ask California Supreme Court to nix tax-limiting ballot initiative

BY JEREMY B. WHITE | 09/26/2023 06:05 PM EDT

StopTaxpayerDeceptionAct.com

STOP THE TAXPAYER
DECEPTION ACT
PROTECT LOCAL SERVICES

Get Involved

- **Pass resolution in opposition.**
- **Educate constituents about measure.**
 - Advocate on personal, private time, not government time.
- **Urge other city officials and local organizations to join coalition.**
- **Contact your League of California Cities Regional Manager.**

SIGN UP TO OPPOSE THE TAXPAYER DECEPTION ACT!

When signing up to oppose the measure, please use your personal, non-work information and refrain from using a public account, city resources or devices.

I AM SIGNING UP AS:

An Individual An Elected Official

*First Name

*Last Name

Title

*City

*Email

Mobile

JOIN THE COALITION

StopTaxpayerDeceptionAct.com

STOP THE TAXPAYER
DECEPTION ACT
PROTECT LOCAL SERVICES

STOP THE TAXPAYER
DECEPTION ACT
PROTECT LOCAL SERVICES

Discussion & Questions

Ad Paid for by Protecting Local Democracy and Vital Services, a Committee Opposed to Initiative 1935
Sponsored by the League of California Cities. Ad Committee's Top Funder:
League of California Cities

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, APRIL 10, 2024**

Mayor Weintraub called the Closed Session to order at 6:00 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

Absent: None

1. Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2) & (e)(1)
A point has been reached where, in the opinion of the City Council, on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City. 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))
Number of Potential Cases: [1]
2. Public employee performance evaluation (Gov. Code § 54957)
Position Title: City Attorneys
3. Conference with Real Property Negotiator
Government Code Section 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
4. Conference with Legal Counsel; Initiation of Litigation
(Gov. Code section 54956.9(d)(4))
Number of Potential Cases: 1.

Mayor Weintraub called the Open Session to order at 7:03 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

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

Absent: None

Staff: Ahlers, Castle, Green, Hernandez, McConville, Meik, Mendoza, Ramirez, Summers and Trujillo

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Girl Scout Troop 1776.

APPROVAL OF AGENDA

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

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

CITY ATTORNEY REPORT ON CLOSED SESSION

Mr. Summers reported that the City Council met in Closed Session to address Item Nos. 1, 3 and 4. There were no reportable actions. He stated that Item No. 2 would resume after tonight's meeting, and that no reportable action is expected.

PRESENTATIONS

- To City Clerk, Maricela Hernandez for her years of service to the City

The City Council expressed appreciation to Ms. Hernandez for her years of exemplary service and dedication to the City and presented her with a plaque.

Joe Chilco spoke on this presentation.

Ms. Hernandez expressed gratitude to the City Council.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Kraut:

- Extended an invitation to the Earth Day Celebration at Las Virgenes Creek on April 13.
- Reported that the Las Virgenes Creek Cleanup event has been postponed to a future date.

Councilmember Shapiro:

- Extended an invitation to Law Day hosted by the Calabasas Chamber of Commerce on May 1.
- Wished everyone Happy Holidays.

Councilmember Albrecht:

- Reported that the he attended the Wildfire & Disaster Insurance online Town Hall on April 4.
- Encouraged everyone to report smoking vehicles at 1-800 End-Smog.

Mayor Weintraub:

- Congratulated Councilmember Shapiro for being elected as Chair of the Community, Economic and Human Development Committee of SCAG.
- Extended an invitation to Sockhop hosted by the Senior Center on April 12.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Mark Levinson, Ali Payani and Gabriel Albarian spoke during public comment.

CONSENT ITEMS

1. Approval of March 27, 2024, meeting minutes

Councilmember Shapiro moved, seconded by Mayor pro Tem Kraut to approve Consent Item No. 1. MOTION CARRIED 5/0 as follows:

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

NEW BUSINESS

2. Consider Annual Comprehensive Financial Report (ACFR) and other Audit Reports for Fiscal Year (FY) ended June 30, 2023

Mr. Ahlers and Mr. McKennan from RAMS, LLP presented the report.

The City Council received and filed the Annual Comprehensive Financial Report (ACFR) and other Audit Reports for Fiscal Year (FY) ended June 30, 2023.

INFORMATIONAL REPORTS

3. Check Register for the period of March 16-29, 2024

No action taken on this Item.

TASK FORCE REPORTS

Mayor pro Tem Kraut reported that he attended a Santa Monica Mountains Conservancy meeting on April 8.

Councilmember Shapiro reported that Mayor Weintraub and he welcomed Girl Scout Troop 1866 for a tour of Council Chambers. Additionally, he reported that Mayor pro Tem Kraut and he attended a Budget Task Force meeting. Moreover, he reported that Councilmember Albrecht and he attended the SCAQMD 35th Annual Clean Air Awards. Lastly, he reported that he attended various meetings for SCAG and the League of California Cities.

Councilmember Albrecht reiterated that he attended the SCAQMD 35th Annual Clean Air Awards. Additionally, he reported that Mayor Weintraub and he met as the Economic Development Task Force.

Mayor Weintraub reiterated that Councilmember Albrecht and she met as the Economic Development Task Force and participated in a public transit tour with staff. Additionally, she reported her attendance at the Wildfire & Disaster Insurance online Town Hall hosted by Assemblymember Jacqui Irwin. Lastly, she reported that Ms. Hernandez and she welcomed Girl Scout Troop 1586 for a tour of Council Chambers.

CITY MANGER'S REPORT

None.

FUTURE AGENDA ITEMS

Mayor pro Tem Kraut requested that staff arrange a meeting with Caltrans to discuss traffic congestion on the 101 Freeway. Mayor Weintraub added that she would like a Caltrans representative to attend a Council meeting. Councilmember Shapiro seconded this request.

Mayor Weintraub requested a discussion regarding Old Town Calabasas and possibly changing zoning codes.

Mayor Weintraub reiterated appreciation to Ms. Hernandez for her years of exemplary service to the City.

The City Council recessed to Closed Session at 8:07 p.m.

Mayor Weintraub called the Closed Session to order at 8:15 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

2. Public employee performance evaluation (Gov. Code § 54957)
Position Title: City Attorneys

ADJOURN

The City Council adjourned at 9:00 p.m. to a regular meeting scheduled on Wednesday, April 24, 2024, at 7:00 p.m.

, Interim City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 15, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CURTIS CASTLE, P.E., PUBLIC WORKS DIRECTOR
HEATHER MELTON, LANDSCAPE DISTRICT MAINTENANCE
MANAGER

SUBJECT: ADOPTION OF RESOLUTION NO. 2024-1890, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2024-2025; ADOPTION OF RESOLUTION NO. 2024-1891, APPROVING A PRELIMINARY ENGINEER'S REPORT WITH RESPECT TO THE LEVY AND COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2024-2025; ADOPTION OF RESOLUTION NO. 2024-1892, DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 AND 32 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING

MEETING
DATE: APRIL 24, 2024

BACKGROUND:

The City of Calabasas administers four (4) landscape assessment districts, pursuant to the Landscape and Lighting Act of 1972:

Landscape Lighting Act District No. 22 - Calabasas Park Area (LLAD 22)
Landscape Lighting Act District No. 24 - Lost Hills Road &
The Saratogas (LLAD 24)
Landscape Lighting Act District No. 27 - Las Virgenes Road (LLAD 27)
Landscape Lighting Act District No. 32 - Agoura Road/Lost Hills Road
Commercial District (LLAD 32)

The City also levies one assessment in a District formed pursuant to the Improvement Act of 1911:

Landscape Maintenance District No. 22 - Calabasas Park Area (LMD 22)

The Districts were transferred to the City from Los Angeles County, July 1, 1995, at the request of property owners within the boundaries of the existing districts. In 1997, following the adoption of Proposition 218 by the state electorate, the assessment methodologies of the 1972 Act districts were affirmatively balloted by the property owners within those Districts. Since then, assessments have been increased in several Zones of the districts, with the approval of parcel owners in assessment ballot proceedings.

DISCUSSION/ANALYSIS:

The assessment formula in LLAD 22 for Fiscal Year 2024/2025 will be the same as the previous year, except in Calabasas Park Estates Zone 8 and Las Villas HOA Zone 11. These Zones have requested the City to ballot for an assessment increase. The City will conduct an assessment ballot proceeding in the Zones only with respect to the proposed increased assessment.

The assessment formula is specific to each Zone and reflects the cost for maintenance of landscaping, pest control, trees, utilities and annual fire break clearance/weed abatement, divided equally amongst those parcel owners. Each Zone will have a 'not to exceed' budget established by the number of parcels times the amount of the assessment. For example, a Zone with 400 parcels at \$621.43 per parcel per year will generate \$248,572.00 in revenue, to be used for the maintenance within that Zone. A reserve fund must be maintained in order to provide for cash flow in the first half of the next fiscal year. New landscape maintenance contracts for LMD/LLAD 22 have been sent out for Request for Proposal at different times throughout the past year within LLAD 22. New landscape maintenance contracts have been executed for four Zones. The four Zones are: Bellagio HOA, Calabasas Park Estates HOA, Calabasas Hills and Estates HOA, and Clairidge HOA. In the fourth quarter of 2023/2024 another Zone, Las Villas HOA, will be going out for Request for Proposal and staff anticipates a new landscape maintenance contract will be executed for this Zone in July 2024.

Classic Calabasas will be sent out for Request for Proposal for a new maintenance contract within the next few months.

In addition, the City will implement a 3.49% CPI inflation adjustment in the coming fiscal year, 2024/25. The adjustment will affect Landscape Maintenance District No. 22 and all Landscape Lighting Act District No. 22 Zones, excluding Calabasas Park Estates HOA and Las Villas HOA because both requested to go to ballot for a 10% increase for Fiscal Year 2024/25.

Landscape Lighting Act Districts No. 24, 27, and No. 32 will also receive a 3.49% CPI inflation adjustment to all their Zones.

The Council will be asked to approve three resolutions initiating the annual assessment district administration process. If the Council approves the resolutions a sequence of events follows which includes a Public Meeting on May 22, 2024, and a Public Hearing on June 12, 2024. If changes are required due to public input, the Final Engineer's Report and the tax roll will be modified to reflect those changes. The tax roll must be submitted to the Los Angeles County Assessor's Office by August 9th 2024 in order for the County Assessor's Office to collect.

FISCAL IMPACT/SOURCE OF FUNDING:

The Landscape Lighting Act Districts are funded entirely by assessments, which are earmarked for use within specific boundaries. The Landscape Maintenance District is funded by ad valorem funds.

REQUESTED ACTION:

Adoption of Resolution No. 2024-1890, initiating proceedings for the levy and collection of assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2024-2025; Resolution No. 2024-1891, approving a Preliminary Engineer's Report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2024-2025; Resolution No. 2024-1892 declaring its intent to levy and collect assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2024-2025.

ATTACHMENTS:

1. Resolution No. 2024-1890 Initiating Proceedings
2. Resolution No. 2024-1891 Approving the Engineer's Report
3. Resolution No. 2024-1892 Declaring Intent to Levy
4. Preliminary Engineer's Report Fiscal Year 2024-25

**ITEM 2 ATTACHMENT 1
RESOLUTION NO. 2024-1890**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND
COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE
MAINTENANCE DISTRICT NO. 22 AND LANDSCAPING LIGHTING ACT
DISTRICT NOS. 22, 24, 27, AND 32 FOR FISCAL YEAR 2024-25 AND
ORDERING PREPARATION OF A PRELIMINARY ENGINEER'S REPORT.**

WHEREAS, as part the City's Landscape Maintenance Districts Program, the City Council annually levies assessments in connection with four existing assessment districts, Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"); and

WHEREAS, the City also levies annual ad valorem property tax collections in connection with Landscape Maintenance District No. 22; and

WHEREAS, the City Council desires to initiate proceedings to levy these assessments for Fiscal Year 2024-25.

**THE CITY COUNCIL OF THE CITY OF CALABASAS HEREBY FINDS,
CONCLUDES, AND RESOLVES AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby initiates proceedings to levy the Fiscal Year 2024-25 assessment in connection with Landscape Maintenance District No. 22, Landscaping Lighting Act District No. 22, Landscaping Lighting Act District No. 24, Landscaping Lighting Act District No. 27, and Landscaping Lighting Act District No. 32.

Section 3. The general nature of the improvements shall not be changed from prior years. However, the specific improvements to be maintained, installed or serviced in connection with each District shall be modified as determined by the interactive process conducted by the City and homeowner's associations in connection with the bidding process for landscape maintenance services, and in accord with the engineer's report for each district.

Section 4. The City Council designates Willdan Financial Services as Assessment Engineer and directs the Assessment Engineer to prepare and file with

the City Clerk a preliminary engineers report with respect to the Fiscal Year 2024-25 levy of the assessments in connection with the Districts. Such report shall comply with all requirements of the Assessment Law and Article XIII D of the California Constitution.

Section 5. The City Clerk shall certify as to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 24th day of April 2024.

Alicia Weintraub, Mayor

ATTEST:

APPROVED AS TO FORM:

, Interim City Clerk

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

**ITEM 2 ATTACHMENT 2
RESOLUTION NO. 2024-1891**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, APPROVING A PRELIMINARY ENGINEER'S REPORT
WITH RESPECT TO THE LEVY AND COLLECTION OF ASSESSMENTS
IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS.
22, 24, 27 AND 32 FOR FISCAL YEAR 2024-2025.**

WHEREAS, by prior resolution, the City Council initiated proceedings to Levy and Collect Assessments for Fiscal Year 2024-2025 in connection Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"), as well as in connection with Landscape Maintenance District No. 22; and

WHEREAS, by prior resolution, the City Council designated Willdan Financial Services to serve as Assessment Engineer with respect to the Districts and directed the Assessment Engineer to prepare and file a report with respect to the Fiscal Year 2024-2025 assessments levied in connection with the Districts; and

WHEREAS, a report of the Assessment Engineer, entitled "Preliminary Engineer's Report for Landscape Lighting Act Districts No. 22, 24, 27 & 32, City of Calabasas" dated April 24th, 2024, (the "Report") is on file in the Office of the City Clerk and available for public inspection; and

WHEREAS, the City Council has carefully examined and reviewed the Report as filed and desires to approve the Report as filed.

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

Section 1. The foregoing recitals are all true and correct.

Section 2. The City Council finds that the Report meets all requirements of Article 4 of Chapter 1 of the Assessment Law and Article XIII D of the California Constitution.

Section 3. The Report is hereby approved as filed, without modification.

PASSED, APPROVED AND ADOPTED this 24th day of April 2024.

Alicia Weintraub, Mayor

ATTEST:

APPROVED AS TO FORM:

, Interim City Clerk

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

**ITEM 2 ATTACHMENT 3
RESOLUTION NO. 2024-1892**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING.

WHEREAS, by prior resolution, the City Council initiated proceedings to levy and collect assessments for Fiscal Year 2024-2025 in connection with Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"), as well as in connection with Landscape Maintenance District No. 22; and

WHEREAS, by prior resolution, the City Council approved the Report of Willdan Financial Services, as Assessment Engineer, entitled "Preliminary Engineer's Report for Landscape Lighting Act Districts No. 22, 24, 27 & 32, City of Calabasas" and dated April 24th, 2024, (the "Report"), which Report is on file in the office of the City Clerk and available for public inspection; and

WHEREAS, the City Council desires to move forward with proceedings to levy the Fiscal Year 2024-25 assessments.

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

Section 1. The foregoing recitals are all true and correct.

Section 2. The City Council declares its intention to levy and collect an assessment for Fiscal Year 2024-25 in connection with the Districts.

Section 3. The proposed improvements to be maintained in connection with the Districts are generally described as landscape maintenance, tree trimming and brush clearance. No substantial changes are proposed in the nature of improvements funded through the Districts, though modifications to the precise plan of services are set forth in the Report and documents incorporated therein.

Section 4. The distinctive designations of the Districts are (i) "Landscaping Lighting Act District No. 22", which is generally located in the Calabasas Park Area,

(ii) "Landscaping Lighting Act District No. 24", which is generally located in the Malibu Lost Hills and Saratogas Developments, (iii) "Landscaping Lighting Act District No. 27", which is generally located in the Las Virgenes Canyon Area, and (iv) "Landscaping Lighting Act District No. 32", which is generally located in the Malibu Hills Road, Agoura Road, Lost Hills Road Commercial District. The ad valorem district designated "Landscape Maintenance District No. 22" is generally located in the Calabasas Park area.

Section 5. Reference is made to the Report for a full and detailed description of the public facilities to be maintained in connection with the Districts, of the boundaries of the Districts, and of the proposed assessments upon assessable lots and parcels of land within the Districts.

Section 6. The amount of the Fiscal Year 2024-2025 assessment is unchanged from Fiscal Year 2023-24, except for a 3.49% CPI inflation adjustment, as approved in previous years' assessment balloting proceedings for Landscape Lighting Act District Nos 22, 24, and 27 and 32. Therefore, none of the assessments are to be "increased", as that term is used in Article XIID of the California Constitution (Proposition 218), except as stated herein. For the Calabasas Park Estates Zone of Landscaping and Lighting Act District No. 22 and the Las Villas Zone of Landscaping and Lighting Act District No. 22, the City proposes an increase in the amount of the annual assessment, pending a Proposition 218 assessment balloting process. If there is not a majority protest, as determined at the Hearing on June 12, 2024, or such other date as the Hearing may be continued to, under the provisions of Proposition 218 and applicable law, then the City Council may impose an increased assessment for either or both of the Calabasas Park Estates Zone of Landscaping and Lighting Act District No. 22 and the Las Villas Zone of Landscaping and Lighting Act District No. 22. If there is a majority protest, as determined at the Hearing on June 12, 2024, or such other date as the Hearing may be continued to, under the provisions of Proposition 218 and applicable law, then the City Council will impose the Fiscal Year 2024-2025 assessment for either or both of the Calabasas Park Estates Zone of Landscaping and Lighting Act District No. 22 and the Las Villas Zone of Landscaping and Lighting Act District No. 22, as applicable per the results of the assessment balloting proceedings, unchanged from Fiscal Year 2023-24, except for an inflation adjustment, as approved in previous years' assessment balloting proceedings for Landscape Lighting Act District Nos 22

Section 7. The City Council will hold a hearing (the "Hearing") on the Fiscal Year 2024-25 levy of assessments in connection with the Districts and in connection with Landscape Maintenance District No. 22, on June 12th, 2024, at 7:00 p.m., or as soon thereafter as feasible, in the Council Chambers located at Calabasas City Hall, 100 Civic Center Way, Calabasas California. At the Hearing, all interested persons shall be permitted to present written and/or oral testimony regarding the

proposed assessment. Additionally, at the Hearing, or such other date as the Hearing may be continued to, the City Council shall consider all protects against the proposed increased assessments for the Calabasas Park Estates Zone of Landscaping and Lighting Act District No. 22 and the Las Villas Zone of Landscaping and Lighting Act District No. 22 and determine whether a majority protest exists to either or both proposed assessment increases.

Section 8. The City Clerk is ordered to give notice of the Hearing as required by Section 22626(a) of the Assessment Law.

Section 9. The City Council designates Heather Melton, Landscape Districts Maintenance Manager, who may be contacted at (818) 224-1600, as the person whom interested parties may contact for information.

PASSED, APPROVED AND ADOPTED this 24th day of April 2024.

Alicia Weintraub, Mayor

ATTEST:

APPROVED AS TO FORM:

Interim City Clerk

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



CITY of CALABASAS

City of Calabasas

Landscaping Lighting Act District Nos. 22, 24, 27 & 32 (1972 Act Districts)

**FISCAL YEAR 2024-25
ENGINEER'S REPORT**

**INTENT MEETING: MAY 10, 2024
PUBLIC HEARING: JUNE 21, 2024**

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

***Landscaping Lighting Act District Nos. 22, 24, 27 & 32
(1972 Act Districts)***

City of Calabasas

Los Angeles County, State of California

This Report describes the Landscaping Lighting Act District Nos. 22, 24, 27 & 32 therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2024-25, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2024.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Calabasas

By: _____
Stacey Reynolds, Principal Consultant
District Administration Services

By: _____
Tyrone Peter
PE # C 81888

TABLE OF CONTENTS

I. INTRODUCTION	1
HISTORICAL INFORMATION	1
ANNUAL CONSUMER PRICE INDEX ADJUSTMENT	3
REPORT CONTENT AND ANNUAL PROCEEDINGS	3
II. PLANS AND SPECIFICATIONS	5
IMPROVEMENT AUTHORIZED BY THE 1972 ACT	5
DESCRIPTION OF IMPROVEMENTS	6
IMPROVEMENTS AND SERVICES WITHIN THE DISTRICTS	6
III. METHOD OF APPORTIONMENT	8
DEFINITIONS	8
ASSESSMENT METHODOLOGY	9
ASSESSMENT RANGE FORMULA	9
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 22	10
GENERAL BENEFIT	10
SPECIAL BENEFIT	10
PARCEL CLASSIFICATION	11
FORMULA OF ASSESSMENT	12
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 24	12
GENERAL BENEFIT	12
SPECIAL BENEFIT	13
PARCEL CLASSIFICATION	13
FORMULA OF ASSESSMENT	13
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 27	14
GENERAL/SPECIAL BENEFIT	14
PARCEL CLASSIFICATION	14
FORMULA OF ASSESSMENT	15
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 32	15
GENERAL/SPECIAL BENEFIT	15
PARCEL CLASSIFICATION	15
FORMULA OF ASSESSMENT	16
IV. DISTRICT BUDGET	17
ESTIMATE OF COSTS	17
V. DISTRICT BOUNDARY MAPS	20
EXHIBIT A- 2024-25 ASSESSMENT ROLL	24
EXHIBIT B- MAINTENANCE COSTS AND ASSESSMENT BY ZONE	25
EXHIBIT C- ASSESSMENT RATES HISTORY	28

I. Introduction

The City of Calabasas (the “City”) under the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “1972 Act”), and the provisions of the California Constitution Article XIII D (the “Constitution”), annually levies and collects special assessments for the City’s maintenance assessment districts designated as:

Landscaping Lighting Act District Nos. 22, 24, 27 & 32 (1972 Act Districts)

The County of Los Angeles formed the Landscaping Lighting Act Districts (the “Districts”) pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500et seq.), prior to the incorporation of the City of Calabasas. In July 1995, the County of Los Angeles transferred the following four Districts to the City of Calabasas:

Landscaping Lighting Act District No. 22 (Calabasas Park Area) (Formed in 1979)

Landscaping Lighting Act District No. 24 (Lost Hills Road and The Saratogas) (Formed in 1984)

Landscaping Lighting Act District No. 27 (Las Virgenes Road) (Formed in 1984)

Landscaping Lighting Act District No. 32 (Agoura Road/Lost Hills Road Commercial District) (Formed in 1989)

This report presents the engineering analysis for the annual administration of the four Districts. Through the levy and collection of benefit assessments, the four Districts fund maintenance and operation of landscape improvements. For Fiscal Year 2024-25, Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessments will be levied based on the previously approved methodology, at the rates indicated on page 25 through 29 of this report as recommended by the City of Calabasas’ Chief Financial Officer. The assessments are levied on the basis of benefit, they are not considered a tax, and, therefore, are not governed by Article XIII A of the Constitution of the State of California. The assessments are governed by Articles XIII D of the Constitution.

In accordance with the 1972 Act, the Districts utilize benefit zones (“Zones”) to address variations in the nature, location, and extent of the improvements that provide special benefits to parcels in the Districts. Within the boundaries of the Districts, parcels are assigned to various Zones each of which is associated with a set of improvements and/or type of improvements that provide special benefit to properties within that Zone.

These 1972 Act Districts fund landscape maintenance services and are funded by annual benefit assessments levied against each parcel in each District. The word “lighting” was apparently included in their names as a reference to the Landscaping and Lighting Act of 1972.

HISTORICAL INFORMATION

In Fiscal Year 1997-98, assessment ballot proceedings were conducted pursuant to Proposition 218 (Articles XIII C and XIII D of the California Constitution) for each of the four Districts. There was not a majority protest against any of the assessments, and the assessment methodology was approved by the City Council. The approved methodology reserved to the City Council the right each year to implement an inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because landowners in the Fiscal Year 1997-98 assessment ballot and subsequent balloting’s authorized these adjustments.

Landscape Lighting Act District No. 22

In Fiscal Year 2002-03, fifteen (15) parcels located in the City of Calabasas were annexed into the Commercial Area, Calabasas Road. The Assessor Parcel Numbers are as follows:

Annexed Assessor Parcel Numbers		
2068-002-023	2069-009-021	2069-009-900
2068-002-035	2069-009-027	2069-032-025
2069-009-008	2069-009-029	2069-032-027
2069-009-012	2069-009-030	2069-032-900
2069-009-020	2069-009-031	2069-032-901

In Fiscal Year 2009-10, Zone 15, Park Sorrento Condominium HOA was detached from LLAD 22.

In Fiscal Year 2011-12, Zone 18, Calabasas Ridge HOA was detached from LLAD 22.

In Fiscal Year 2018-19, the District attempted to increase the assessment rate for Classic Calabasas Park. In compliance with Proposition 218, the proposed rate was submitted to the property owners via mailed ballots. The ballots were tabulated on June 18, 2018, where majority protest denied the increase in assessment.

In Fiscal Year 2019-20, the District proposed a rate increase for Classic Calabasas Park. In compliance with Proposition 218, the proposed rate increase was submitted to the property owners via mailed ballots. The ballots were tabulated on June 17, 2019 and 54% of the ballots returned were in favor of the rate increase.

In Fiscal Year 2022-23, the District proposed a rate increase for Las Villas HOA. In compliance with Proposition 218, the proposed rate increase was submitted to the property owners via mailed ballots. The ballots were tabulated on June 27, 2022, and ballots returned were not in favor of the increase.

In Fiscal Year 2024-25, the District is proposing a rate increase for Las Villas HOA and Calabasas Park Estates. The proposed rate increase for Las Villas HOA is 10% increase from the prior year rate and a 6% increase from the prior year rate for Calabasas Park Estates. The proposed balloting budgets are described in more detail in the budget section of the report. In compliance with Proposition 218, the proposed rate increase will be submitted to the property owners via mailed ballots. The ballots will be tabulated the Monday following the Public Hearing, and it will be determined on that day if the ballots are in favor of the increase.

Landscape Lighting Act District No. 24

In Fiscal Year 2000-01, Mira Monte (Tract No. 52150) (Assessor’s Parcel No. 2064-004-91 and its successor parcels) was annexed into LLAD 24, and Calabasas View HOA, was detached from LLAD 24.

In Fiscal Year 2002-03, two hundred seventy (270) parcels in Saratoga Ranch and Saratoga Hills HOAs were annexed into LLAD 24.

Landscape Lighting Act District No. 27

In Fiscal Year 2016-17, the City of Calabasas, at the request of Mont Calabasas member homeowner association (HOA) Board of Directors, proposed annexing Mont Calabasas HOA Zone into Landscaping Lighting District No. 27 (LLAD27). In compliance with Proposition 218, the proposed annexation into the District and assessment was submitted to the property owners via mailed ballots. The ballots were tabulated at the June 22, 2016 Council Meeting and 77.78% of the ballots returned were in favor of annexation. By Resolution No. 2016-1504, the Council adopted Mont Calabasas annexation into District No. 27

In Fiscal Year 2019-20, the District proposed a rate increase for Mont Calabasas. In compliance with Proposition 218, the proposed rate increase was submitted to the property owners via mailed ballots. The ballots were tabulated on June 17, 2019 and 62.50% of the ballots returned were in favor of the rate increase. The Fiscal Year 2018-19 rate increased by 41.23% for Fiscal Year 2019-20, 2020-21 and 2021-22. In Fiscal Year 2022-23, the rate reverted back to the previously approved maximum rate including any inflationary adjustments.

Landscape Lighting Act District No. 32

In Fiscal Year 2000-01 Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91 and its successor parcels) was detached from LLAD 32 and annexed into LLAD 24.

ANNUAL CONSUMER PRICE INDEX ADJUSTMENT

The maximum assessment rate may increase each fiscal year based on the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the Los Angeles-Long Beach-Anaheim areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued).

Assessments for the Districts are subject to an increase each year equal to the 12-month average percent change in the annual Consumer Price Index, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim areas ("CPI"), from January 1st through December 31st of the fiscal year prior to the subject fiscal year. Future annual budgets within this limit may be approved by the City Council without additional property owner ratification. A CPI increase may be exceeded only by a majority parcel owner approval. For fiscal year 2024-25, Landscape Lighting Act District Nos. 22, 24, 27, and 32 maximum assessment rates will be increased by 3.475% annual CPI inflation adjustment determined by the Consumer Price Index (CPI).

For fiscal year 2024-25, the maximum assessment rates will continue to increase by the stated CPI above. Districts 22, 24, 27 and 32 will be charged at the maximum assessment rate.

REPORT CONTENT AND ANNUAL PROCEEDINGS

This Engineer's Annual Report (the "Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments related thereto for fiscal year 2024-25. If any section, subsection, sentence, clause, phrase, portion, or Zone, of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report and each section, subsection, subdivision, sentence, clause, phrase, portion, or zone, thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, or zones, might subsequently be declared invalid or unconstitutional.

This Report outlines the Districts Zone structures, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for fiscal year 2024-25. The annual assessments to be levied on properties within the Districts provide a funding source for the continued operation and maintenance of landscaping improvements within various zones of benefit ("Zones") that provide special benefits to the properties within the Districts and each respective Zone. Each fiscal year, the City establishes the assessments for the Districts based on an estimate of the costs to maintain, operate and service the improvements and based upon available revenues including fund balances, general benefit contributions and additional City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the Districts may include, but are not limited to the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of funds for operational reserves or for periodic maintenance and improvement rehabilitation projects as authorized by the 1972 Act. Each parcel is assessed proportionately for only those improvements, services and expenses for which the parcel will receive special benefit.

Each District outlined in this Report is a reflection of the various improvements and the types of improvements and services to be provided by the Districts for the properties that are directly associated with and benefit from those improvements. The net annual cost to provide the improvements for each District are allocated to the benefiting properties within that District using a weighted method of apportionment (refer to Assessment Methodology, Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the improvements in the Districts and services.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (“APN”) by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the District assessments.

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the District and the annual levy of assessments. Based on those public comments and written protests, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the Council will, by Resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved will be submitted to the Los Angeles County Auditor/Controller to be included on the property tax roll for each parcel.

As required by the 1972 Act, this Engineer’s Report describes the improvements to be provided, maintained and serviced by the District, an estimated budget for the District improvements, and the proposed assessments to be levied upon each assessable lot or parcel within the District for fiscal year 2024-25.

While the budgets outlined in this Report reflect the estimated costs necessary to fully and adequately provide for the maintenance and operation of the improvements within the District, many of these estimated costs and associated services cannot be funded by the current special benefit assessment revenues and the City contribution for those improvements or portions thereof determined to be general benefits. Therefore, in addition to the City’s contribution for general benefit costs, in some Districts, at the discretion of the City Council, the City may also provide additional funding to support the improvements and/or implement service reductions. To fully fund the improvements that are considered special benefits, it may be necessary in the future to increase assessment revenues which would require the support of the property owners for new or increased assessments through a ballot proceeding conducted under the provisions of the California Constitution Article XIII D.

II. Plans and Specifications

The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

Plans and specifications showing each District's exterior boundaries; and indicating the general nature, location and extent of improvements.

Several items related to the Districts are on file and available for review at the City of Calabasas Public Works Department, Landscape Maintenance Division office.

For Landscape Lighting Act District No. 22, each member of the HOA has an individual maintenance contract. The member HOAs have been designated as "Zones"; each Zone has been given a number. The City has on file for each Zone a maintenance contract listing the work contracted and a diagram(s) detailing maintenance service work areas.

IMPROVEMENT AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to the Districts, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

DESCRIPTION OF IMPROVEMENTS

As authorized by the 1972 Act, the improvements provided by the Districts and associated with each Zone incorporate various improvements that are maintained and serviced for the benefit of real property within the Districts. The maintenance of the improvements may also include various appurtenances that may include but is not limited to entry monuments; various types of fencing; retaining walls; ornamental lighting or other ornamental fixtures; signage; and irrigation, drainage, and electrical equipment. The work to be performed within each respective Zone may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements and incidental expenses required to operate the District and provide the improvements and services for each Zone. The improvements provided within the District and for which parcels receive special benefits are generally described in the following

Note: The four Districts do not necessarily provide every service authorized under the 1972 Act. For example, while these Districts provide electrical current to power irrigation systems, fountains, landscape lighting, Calabasas Lake aeration systems, and Association Park lake sidewalk lighting, they do not fund LLAD residential or commercial district street lighting.

IMPROVEMENTS AND SERVICES WITHIN THE DISTRICTS

The purpose of the District is to fund the maintenance and servicing of parkway landscape improvements installed in connection with development of properties within the District. The landscape improvements maintained by each District are generally described as follows:

Landscape Lighting Act District No. 22

LLAD 22 provides for the maintenance of landscape of the common areas and open space areas located within member homeowner associations (HOA) referred to as “Zones”. The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape also includes greenbelt and slope areas as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

Landscape Lighting Act District No. 24

LLAD 24 provides maintenance of landscape within street right-of-way and open space areas. The open space areas include slopes and creek banks. Maintenance of landscape on streets within right-of-way includes parkways, center medians, adjacent turf areas, trees, and annual weed abatement/brush clearance for fuel reduction/fire safety.

Roadways with landscape in the public right-of-way includes landscaped center medians, trees, and adjacent turf areas that are conditions of development and are maintained by the District to soften and mitigate the impacts of traffic on the residential tracts within the District. The landscape improvements are located on the residential roadway serving the Malibu Lost Hills community, including Lost Hills Road south of Malibu Hills Road to Las Virgenes Road, Calabasas Hills Road, Meadow Creek Lane, portions of Las Virgenes Road, and designated slope areas along Las Virgenes Creek.

Landscape Lighting Act District No. 27

LLAD 27 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes parkways, center medians, and street trees.

The area of landscape improvements generally referred to as Las Virgenes Road are: On Las Virgenes Road, the east sidewalk and center medians beginning at 3560 Las Virgenes Road and continuing north to Thousand Oaks Blvd.; on Las Virgenes Road north of Thousand Oaks Blvd., the east sidewalk area north to the end of Las Virgenes Rd.; at the northwest corner of Thousand Oaks Blvd. and Ruthwood Drive the public right-of-way area located immediately behind the sidewalk; on the south side of Thousand Oaks Blvd., the sidewalk area from Las Virgenes Road to the flood control channel; and the sidewalk area on the north side of Thousand Oaks Blvd. from Las Virgenes Road to Ruthwood Drive.

For the Mont Calabasas HOA Zone, the improvements include the maintenance of Las Virgenes Road as described above and in addition, provides for the maintenance of landscape of common areas and open space areas located within the Zone. The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape may also include greenbelt and slope areas, as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

Landscape Lighting Act District No. 32

LLAD 32 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes center medians and street trees.

The landscape improvements maintained by the District are located on the major streets serving the Lost Hills Commercial Area, including Agoura Road from the west side of Malibu Hills Road to the eastern boundary of 26750 Agoura Road, Malibu Hills Road, Shadow Hills Road, and the portion of Lost Hills Road from Interstate 101 to the south side of Malibu Hills Road.

III. METHOD OF APPORTIONMENT

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over, and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and subsequent balloting's authorized these adjustments.

Each District will be discussed in terms of background, special benefit, general benefit, and assessment formula. Certain terms used throughout the Method of Assessment are defined below.

DEFINITIONS

Special Benefit: Articles XIII C and XIII D of the California Constitution define special benefit as "a particular and distinct benefit over and above the general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute 'special benefit.'" The following Method of Apportionment of Assessment for each District analyzes the special benefit each parcel receives from the improvements funded in each District. The cost of landscape maintenance is distributed to parcels in each District based on the special benefit each parcel receives by an assessment formula. Within the Districts, zones of benefit may be designated based on spreading the cost of the improvements associated with each Zone over the parcels within that Zone.

Each assessed parcel within each District receives a particular and distinct Special Benefit from the improvements. The operation and maintenance of the landscape improvements provides a Special Benefit to the parcels within each District even though there may not be landscaping immediately adjacent to a particular parcel. Special Benefits associated with landscaped improvements are:

- The proper maintenance of landscape along streets provides noise abatement and visual barriers to reduce the negative impact of the streets upon nearby parcels within the District.
- Landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for fire safety.
- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscape.
- Having properly maintained landscape readily accessible to properties within the District means the owners of the assessed parcels may enjoy the benefits of having such improvements available for use while avoiding the effort and expense of individually installing and maintaining similar improvements.
- Where the District is providing maintenance along easements on privately held property, it is providing landscape services that otherwise would be direct expenses of the owners of such property.
- State and City laws generally hold property owners individually responsible for the safe and proper maintenance of their frontages.

Zones: Landscape Lighting Act District No. 22 (1972 Act District) Calabasas Park Area has been divided into “Zones” of benefit by individual communities or neighborhoods that receive distinct Special Benefit. In most cases, Zones are defined by the boundaries of a homeowners’ association. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. The landscape maintenance activities that provide a Special Benefit are separately identified by the City for each Zone. Based on an assessment formula, the cost of these landscape maintenance activities is then spread to the parcels within that Zone.

Assessment Units: The assessment units assigned to each parcel are used in the assessment formula to compute the assessment amount. If the zone has one single land use, then each parcel is assigned one assessment unit. Where more than one land use exists within a zone, traffic generation factors are used as a means to define the benefit a single-family residence receives as compared to an apartment or a commercial property. The following traffic generation factors for the City of Calabasas and resulting Assessment Units are incorporated in this Report.

Land Use	Traffic Generator Factor	Assessment Unit
Single Family Residential (Houses and Condominiums)	10 trips per day	1.0 (10 trips/10 trips) per parcel
Multi-Family Residential (Apartments)	6 trips per day	0.6 (6 trips/10 trips) per unit
Commercial Parcel	40 trips per day	4.00 (40 trips/10 trips) per acre

Note: Traffic Generation Factor is based on information provided by the City of Calabasas in 1997-98. Due to minor changes in development in the area since this time, these results continue to be representative of the traffic generated in the assessment district.

ASSESSMENT METHODOLOGY

Proposition 218 requires the City to ballot property owners to obtain consent for the increased assessment exceeding the anticipated maximum permissible increase per assessment formula, for example CPI (Consumer Price Index) increase.

ASSESSMENT RANGE FORMULA

Section 22573 of the 1972 Act states that “The net amount to be assessed upon lands within an assessment district may be proportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements.”

Section 22547 of the 1972 Act permits the designation of benefit zones within any individual assessment district if “... by reasons or variations in the nature, location, and extent of improvements, the various areas will receive different degrees of benefit from the improvements.” Thus, the 1972 Act requires the levy of true “assessment” rather than a “special tax”.

Within each District, it is determined that each parcel benefits equally from the services provided. Therefore, costs of providing services (as well as a proportional share of incidental expenses) are spread evenly across each parcel in that District but not exceeding the maximum permissible assessment rates as approved by the property owners.

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over, and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment

increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and subsequent balloting's authorized these adjustments.

The Method of Assessment for each District is provided in the following pages below.

METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 22

The following methodology described pertains to Landscape Lighting Act District No. 22 (1972 Act). The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

GENERAL BENEFIT

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

In LLAD 22, certain portions of improvements are identified as providing general benefit. The costs associated with these improvements are not included in the LLAD 22 budget assessed to parcels in the District. Instead, these costs are funded through Landscape Maintenance District No. 22 (LMD 22), via an existing ad valorem tax levy. Proposition 218 does not govern the ad valorem levy, and the proceeds of this ad valorem levy may be used toward any landscape improvements providing general benefit within the LMD 22/LLAD 22 boundary.

The following landscape improvements provide general benefit and are funded solely by LMD 22, via the existing ad valorem tax levy and are not funded by LLAD 22. Maintenance of landscape on major thoroughfare roadways, including portions of Calabasas Road, Civic Center Way, Park Capri, Park Entrada, Park Granada, median islands on Park Helena and Park Sienna, Park Ora, certain parkway areas on Park Sorrento, Parkway Calabasas, Association Park, Calabasas Lake, and natural areas such as McCoy Creek, and open space areas within the district boundary.

The roadways are thoroughfares for the community, providing access to schools, shops, freeways, and recreational facilities, and therefore, confer a General Benefit to the community. The landscape along these streets includes parkway landscape that serves to improve the stabilization of slopes adjacent to these roadway sections within the District.

SPECIAL BENEFIT

With the exception of the major public thoroughfare roadways located within the boundaries of District LLAD 22 as described above in General Benefit, all of the areas maintained by LLAD 22 are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 22 for landscape maintenance purposes.

The local landscape improvements associated within member homeowner associations, provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit.

In order for the methodology to be in compliance with Articles XIII C and XIII D of the California Constitution, a thorough study of the landscape funded by the District was performed in 1997-98. The District was divided by tracts into member homeowner associations and a commercial district that are called "Zones". These Zones receive distinct special benefit. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. Each Zone's specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within that Zone.

The landscape maintenance activities that provide a Special Benefit have been determined for each Zone. The LLAD 22 Zones are as follows:

LLAD 22 Zones			
Bellagio	Calabasas Country Estates	Calabasas Hills	Calabasas Park Estates
Calabasas Rd. Commercial*	Clairidge	Classic Calabasas Park	Las Villas
Oak Creek	Oak Park	The Oaks of Calabasas **	Palatino
Westridge	Vista Pointe		

* Calabasas Rd. Commercial includes Old Town

**The Oaks of Calabasas Zone is comprised of The Oaks of Calabasas and The Estates of The Oaks of Calabasas HOAs.

A complete landscape maintenance service level was developed for each Zone to determine the Zone's aggregate LLAD 22 assessment levy and detail the Special Benefit each Zone receives from the District.

The aggregate LLAD 22 assessment levy for each Zone includes costs associated with maintaining improvements that specially benefit the given Zone. Many of the costs are for local landscape improvements that can be accessed only by member homeowner association parcel owners, their tenants, or guests. In virtually all cases, the improvements were part of a condition of development and the assessed properties are responsible for the ongoing landscape maintenance.

PARCEL CLASSIFICATION

These costs are apportioned to each parcel within each Zone based on the Special Benefit associated with the type of land use. The benefit relationship between land uses is based on the assignment of vehicle trip generation factors. Trip rates are used as a measure of benefit because they are a representative land use comparison factor for the type of improvements being funded, namely street landscape, slopes, common areas, parks, and open space. From the traffic generation factors Assessment Units are calculated. The Assessment Unit for each land use is computed based on its traffic generation compared to the traffic generated by a single-family residence.

Single Family Residence parcels in the City of Calabasas generate an average of 10 trips per day. A parcel is classified as a Single-Family Residential use upon recordation of a subdivision map for houses or condominiums. The Single-Family Residences are assigned the base Assessment Unit of 1 and are used as the basis of comparison for all other land uses in the District.

Multiple Family Residential parcels the City of Calabasas generate an average of 6 trips per day, or 0.6 Assessment Unit per unit. Therefore, the Assessment Units assigned to a multiple family parcel would be the product of the number of dwelling units on a parcel and 0.6 Assessment Units per unit. For instance, a 20-unit apartment house would be assigned $20 \times 0.6 = 12$ Assessment Units.

Residential Vacant (un-subdivided but buildable) property receives a Special Benefit from the improvements as a result of the increased desirability of a parcel that is located in an area with landscape and park amenities. In addition, vacant parcels specially benefit from the availability of a landscape program and access to the City's landscape manager.

Commercial property within the City of Calabasas generates on average 40 trips per day. Therefore, the Assessment Units assigned to a commercial property is 4.0 Assessment Units per acre. At this time, all commercial properties in the District are within the Calabasas Road/ Old Town Commercial Zone, which also encompasses the Old Town Master Plan area. The commercial properties in the Calabasas Road/ Old Town Commercial Zone receive benefit from Calabasas Road maintenance. The cost for these specific improvements will be distributed to the properties within the Zone based on each parcel's land area (acreage).

Public Agency parcels within the District that have people working on the premises and have parkway landscape maintained by the District, benefit from the landscape improvements to their parkway maintenance, as do other similar parcels. The only Public Agency parcels subject to the assessment are the Civic Center and the Tennis and Swim Center. For purposes of the assessment, these parcels are considered part of the Calabasas Road Commercial/Old Town Master Plan Zone. Therefore, the Civic Center and the Tennis and Swim center will receive the same per acre charge as the Commercial properties in the Calabasas Road Commercial/Old Town Master Plan Zone.

Homeowner's Association and Common Area parcels within the District are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' properties do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the property owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.

FORMULA OF ASSESSMENT

The District budget requirements for the special benefit improvement costs have been assembled in order to determine the aggregate levy of assessment for Landscape Lighting Act District No. 22 (1972 Act) by Zone. The total aggregate levy for each LLAD 22 Zone is divided by the number of assessment units to determine the assessment amount per unit. The assessment amount per unit is multiplied by the number of assessment units assigned to the parcel to determine each parcel's assessment. See Exhibit B for the Landscape Lighting Act District No. 22 (1972 Act) Assessments by Zone.

For example, a Zone that only has single-family residence parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount Per Unit (Parcel)}$$

METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 24

The following methodology described pertains to the Landscape Lighting Act District No. 24 (1972 Act) herein referred to in this section as LLAD 24. The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

GENERAL BENEFIT

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City landscaping for streets includes minimal median and parkway landscape. The City policy, therefore, is to have homeowner associations or landscaping and lighting districts fund certain landscaping maintenance, enhancements, and servicing. As a result, there is no general benefit from the funded improvements.

SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The maintenance of landscape improvements within street right-of-way and open space located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit, and the special benefits associated with the landscaped improvements include:

- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscaping.
- Public rights-of-way with landscaped center medians, trees, and adjacent turf areas maintained by the District provide noise abatement and visual barrier to mitigate the negative impact of streets upon nearby parcels within the District.
- The special benefits derived from the maintenance of these landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for safety.
- Additional special benefits of landscape maintenance are described earlier in this Report.

PARCEL CLASSIFICATION

Residential Parcels within the District all receive direct and special benefit. All of the parcels in this District are residential and each parcel is assigned 1 Assessment Unit per parcel.

Public Agency parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. However, at this time, there are no Public Agency parcels in LLAD 24.

Homeowner's Association and Common Area parcels within the District are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.

FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to each Zone within the District was performed. Specific usage and services were identified by zones of benefit to determine the level of benefit received by each Zone within the District. The District was divided into naturally bounded communities, usually by tracts, but sometimes by street boundaries, and within each community, there is a single residential land use.

The Zones located within the District are as follows:

LLAD 24 Zones			
Avalon Bay	Deer Springs	El Encanto	Lone Oak
Mira Monte	Saratoga Hills	Saratoga Ranch	Steeplechase

The assessment per assessment unit is determined by dividing the total aggregate levy by Zone by the number of assessment units in the Zone. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit B for the Landscape Lighting Act District No. 24 (1972 Act) Assessments by Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount Per Unit (Parcel)}$$

METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 27

The following methodology described pertains to Landscape Lighting Act District No. 27 (1972 Act) herein referred to in this section as LLAD 27.

GENERAL/SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements within the street right-of-way located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City performed landscape for arterial streets in the City includes minimal median and parkway landscape maintenance. The City policy, therefore, is to have fronting property in the District fund the enhanced landscape maintenance, operation, and servicing of arterial streets. The parcels in the District are funding only the cost of their frontage landscape maintenance. As a result, there is no General Benefit from the funded improvements.

SPECIAL BENEFIT - MONT CALABASAS HOA ZONE

The Mont Calabasas HOA Zone special benefit includes the maintenance of landscape within Las Virgenes Road street right-of-way. In addition, the special benefit also includes areas to be maintained by LLAD 27 which are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 27 for landscape maintenance purposes.

The local landscape improvements associated within the Mont Calabasas HOA Zone, provide special benefits to the properties within the Mont Calabasas HOA, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within the member homeowner association are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within the Mont Calabasas HOA Zone.

PARCEL CLASSIFICATION

Public Agency parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. There are no Public Agency parcels in LLAD 27 at this time.

Homeowner's Association and Common Area parcels within the District that are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area parcel is incidental to the primary residential parcels. Therefore, the

assessment will go directly to the source and assess the parcels that benefit from the Zone’s improvements and maintenance.

FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to zones of benefit within the District was performed. Specific usage and services were identified for each Zone to determine the level of benefit received by each Zone within LLAD 27. The District was divided into naturally bounded neighborhoods, usually by tracts, but sometimes by street boundaries, and each parcel is assigned 1 assessment unit. The Zones are as follows:

LLAD 27 Zones			
Casden Malibu Canyon LP	Las Virgenes Park	Las Virgenes Village	Mont Calabasas

Assessment Formula (Las Virgenes Road)

The following Zones receive special benefit: Casden Malibu Canyon LP, Las Virgenes Park, Las Virgenes Village and Mont Calabasas. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zones.

Assessment Formula (Mont Calabasas Zone)

Costs of services for maintaining Mont Calabasas landscape of common areas and open space areas located and specific to Mont Calabasas HOA Zone are spread only across the parcels in that Zone. Each developed residential parcel within the Zone is allocated an equal share of costs applicable to that zone. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount Per Unit (Parcel)}$$

METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 32

The following methodology described pertains to the Landscape Lighting Act District No. 32 (1972 Act) herein referred to in this section as LLAD 32.

GENERAL/SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

PARCEL CLASSIFICATION

Because there is basically a single land use in the District, commercial, each parcel is assigned 1 assessment unit. The assessment levy is spread equally to each parcel. The only nonconforming land use in the District is related to the Community Center, which is owned by the City of Calabasas and the City of Agoura Hills. The Community Center parcel's frontage landscape will be funded by the District, similar to the commercial properties in the District. Therefore, the Community Center benefits from the assessment and will be assessed as a parcel.

Common Area or Easement parcels within the District include primarily open space parcels that cannot be developed and parking lots that are considered 'unbuildable'. These parcels do not receive special benefit and will not be assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. Furthermore, these parcels are incidental to the primary parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Districts improvements and maintenance.

FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to the District was performed. Specific usage and services were identified to determine the level of benefit each parcel within the District receives. These costs are apportioned to each parcel based on the Special Benefit associated with the type of land use. Two land uses exist in LLAD 32: Commercial and Public Agency (a sheriff station and a community center).

The assessment per assessment unit is determined by dividing the total aggregate levy by parcel by the number of assessment units in the District. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit D for the Landscape Lighting Act District No. 32 (1972 Act) Assessments by parcel.

For example, a District that only has commercial land use parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{District Total Levy Amount}}{\text{District Total Assessment Units (Parcels)}} = \text{Assessment Amount Per Unit (Parcel)}$$

IV. DISTRICT BUDGET

ESTIMATE OF COSTS

Section 22569 of the 1972 Act requires the Engineer's Report to contain an estimate of the costs of the Improvements including:

- total costs of improvements including incidental expenses,
- the amount of the surplus to be carried over from a previous fiscal year,
- the amount of any contributions to be made from sources other than the assessment,
- the amount, if any, to be collected in annual installments for the estimated cost of improvements,
- the net amount to be assessed within the Assessment District.

Estimates of these amounts are as follows:

Cost of Improvements:

As mentioned earlier, some zones are assessed at fixed annual rate without the CPI adjustment. In such areas, the level of service (i.e., gardening and watering) is reduced so that the costs of providing services does not exceed assessment revenues. For the areas where the CPI adjustments have been approved, an attempt is made to provide the same levels of service from year to year.

The Community Services Department oversees the operation of the landscape maintenance while outside contractors as well as in-house staff are used to maintain these areas. The expenditures are listed in the fiscal year 2024-25 budget listed below. Contract maintenance expenses are based on actual contractual costs. Water and electricity utility bills and routine supplies are estimated based on current expenditures.

Incidental Expenses:

Incidental expenses to be paid with assessment amounts of the Assessment District for FY 2024-25 ("Incidental Expenses") are included in the definition of "incidental expenses" as defined in Section 22526 of the 1972 Act.

Four types of incidental expenses are included in the costs associated with the Maintenance District: (i) compensation for special counsel providing advice in connection with the establishment of the Maintenance District, (ii) costs of the preparation of this Report, including preparation of plans, specifications, estimates, diagram, and assessment ("Assessment Engineering"), (iii) costs associated with printing, advertising, and the giving of published, posted, and mailed notices, including the balloting required by Article XIII D of the California Constitution, and (iv) compensation payable to the County of Los Angeles for the collection of assessments. The budget shows the total amounts for incidental expenses for Fiscal Year 2024-25.

Contribution from Other Sources

This is included to subsidize any shortfalls for Zones in the District.

Annual Installments

The entire amount of the net assessment assessed in FY 2024-25.

The estimated budget for fiscal year 2024-25 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2024, is projected from the 2023-24 budget year. These fund balances are used to finance all work from July 1, 2024 until June 30, 2025. The first deposit from the County Assessor's Office to the District's accounts is December 2024. The projected carryover from FY 2023-24 is the beginning fund balance for Fiscal Year 2024-25.

City of Calabasas Landscape Act District Nos. 22, 24, 27, & 32					
Sources and Uses for FY 2024-25					
	LLAD 22	LLAD 22 Proposed Balloting ⁽¹⁾	LLAD 24	LLAD 27	LLAD 32
Expenses					
Direct	\$2,607,313.88	\$2,607,313.88	\$194,594.67	\$255,997.15	\$67,258.75
Indirect	150,038.75	150,038.75	46,563.75	14,072.60	5,173.75
Subtotal Expenses	\$2,757,352.63	\$2,757,352.63	\$241,158.42	\$270,069.75	\$72,432.50
Sources					
Interest Contribution	\$3,104.25	\$3,104.25	\$0.00	\$0.00	\$28,549.99
General Benefit Contribution*	413,900.00	413,900.00	39,320.50	73,467.25	0.00
Subtotal Sources	\$417,004.25	\$417,004.25	\$39,320.50	\$73,467.25	\$28,549.99
Total of Expenses and Sources	\$3,174,356.88	\$3,174,356.88	\$280,478.92	\$343,537.00	\$100,982.49
General/Reserve					
General Fund Contribution	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,290.15)
Reserve Fund Collection	1,424,889.65	1,448,241.52	49,437.22	150,681.80	0.00
Total	\$1,424,889.65	\$1,448,241.52	\$49,437.22	\$150,681.80	-\$2,290.15
Levy					
Benefit Assessment Fiscal Year 2024/25 Levy	\$3,765,238.03	\$3,788,589.89	\$251,275.14	\$347,284.30	\$41,592.36
Uses					
City Administration Costs (Salaries, Consultants, Incidental Costs, Etc.)	\$150,038.75	\$150,038.75	\$46,563.75	\$14,072.60	\$5,173.75
Utilities (Irrigation Water & Electrical to Power Irrigation Controllers)	879,537.50	879,537.50	41,390.00	5,691.13	20,695.00
Maintenance Contracts/Pest Control	1,158,663.88	1,158,663.88	145,961.42	214,089.78	46,563.75
Fire Break/Brush Clearance	569,112.50	569,112.50	7,243.25	36,216.25	0.00
Inerest	3,104.25	3,104.25	0.00	0.00	28,549.99
General Benefit Landscape Improvements	413,900.00	413,900.00	39,320.50	73,467.25	0.00
Total Uses	\$3,174,356.88	\$3,174,356.88	\$280,478.92	\$343,537.00	\$100,982.49
Funds					
Beginning Balance (Est.) June 30, 2024	\$3,338,745.07	\$3,338,745.07	\$47,782.12	\$242,031.93	(\$2,213.24)
Collection/Contribution	1,424,889.65	1,448,241.52	49,437.22	150,681.80	(2,290.15)
Ending Balance Carryover June 30, 2025	\$4,763,634.72	\$4,786,986.59	\$97,219.34	\$392,713.73	(\$4,503.39)

*General Benefit Contribution – funds the maintenance of general benefit landscape improvements.

(1) LLAD 22 Proposed Balloting Budget is included to show the sources of funds if Calabasas Park Estates and Las Villas HOA balloting passes.

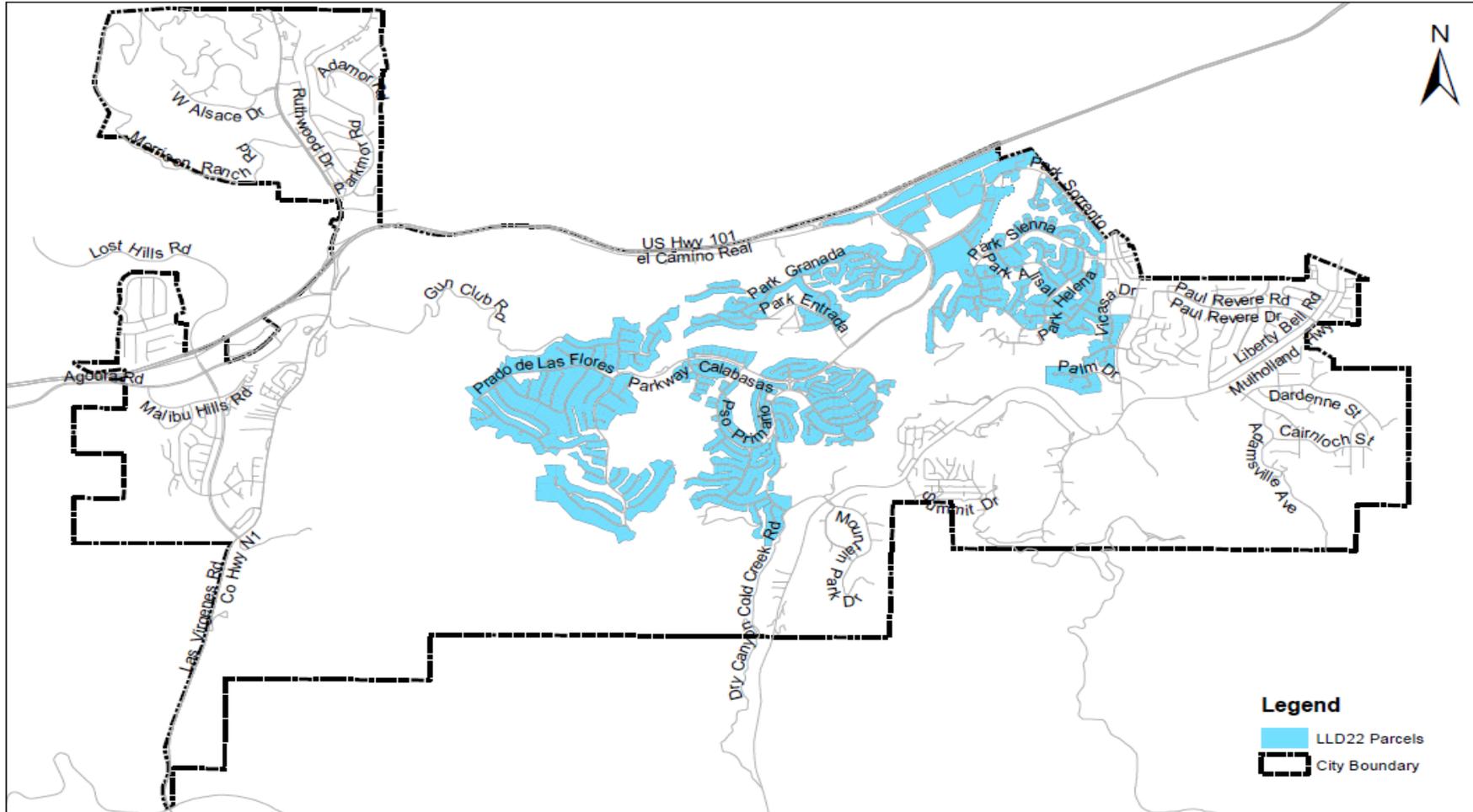
The City of Calabasas' Chief Financial Officer provided the FY 2024-25 Budget Sources and Uses. The maximum rate increase of 3.475% for Districts that are not being balloted is determined by the Consumer Price Index.

Note: Any deficit will not be covered by the City of Calabasas, so General Contributions will include negative. Each Zone is required to stay within the means of that Zone. In any event additional improvements are requested if it is forecasted that the expenses will increase above the maximum the Zone(s) will be balloted to cover this expense.

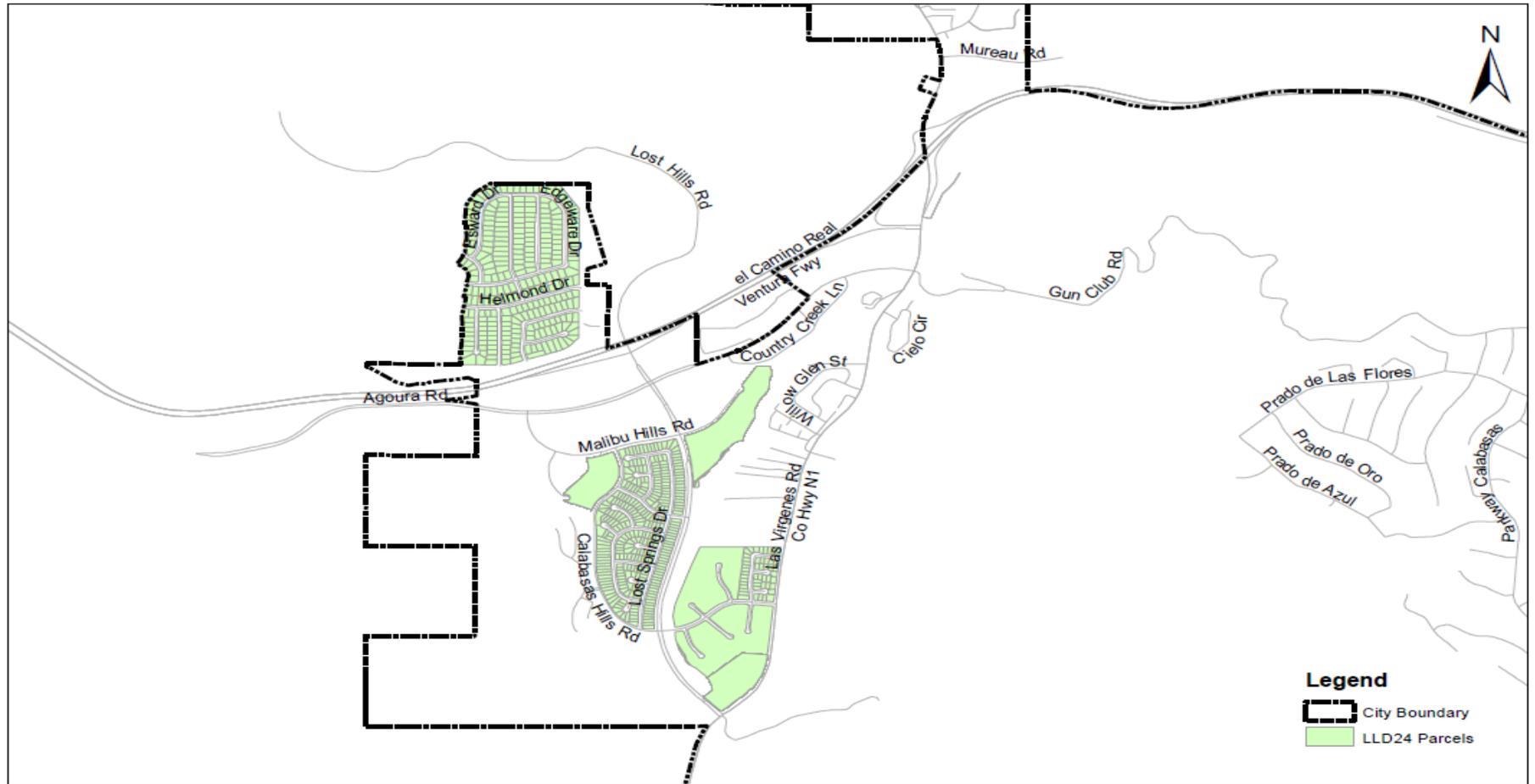
V. DISTRICT BOUNDARY MAPS

Reference is hereby made to the Assessor's Maps of the County of Los Angeles for an exact description of the lines and dimensions of each parcel within the Assessment District.

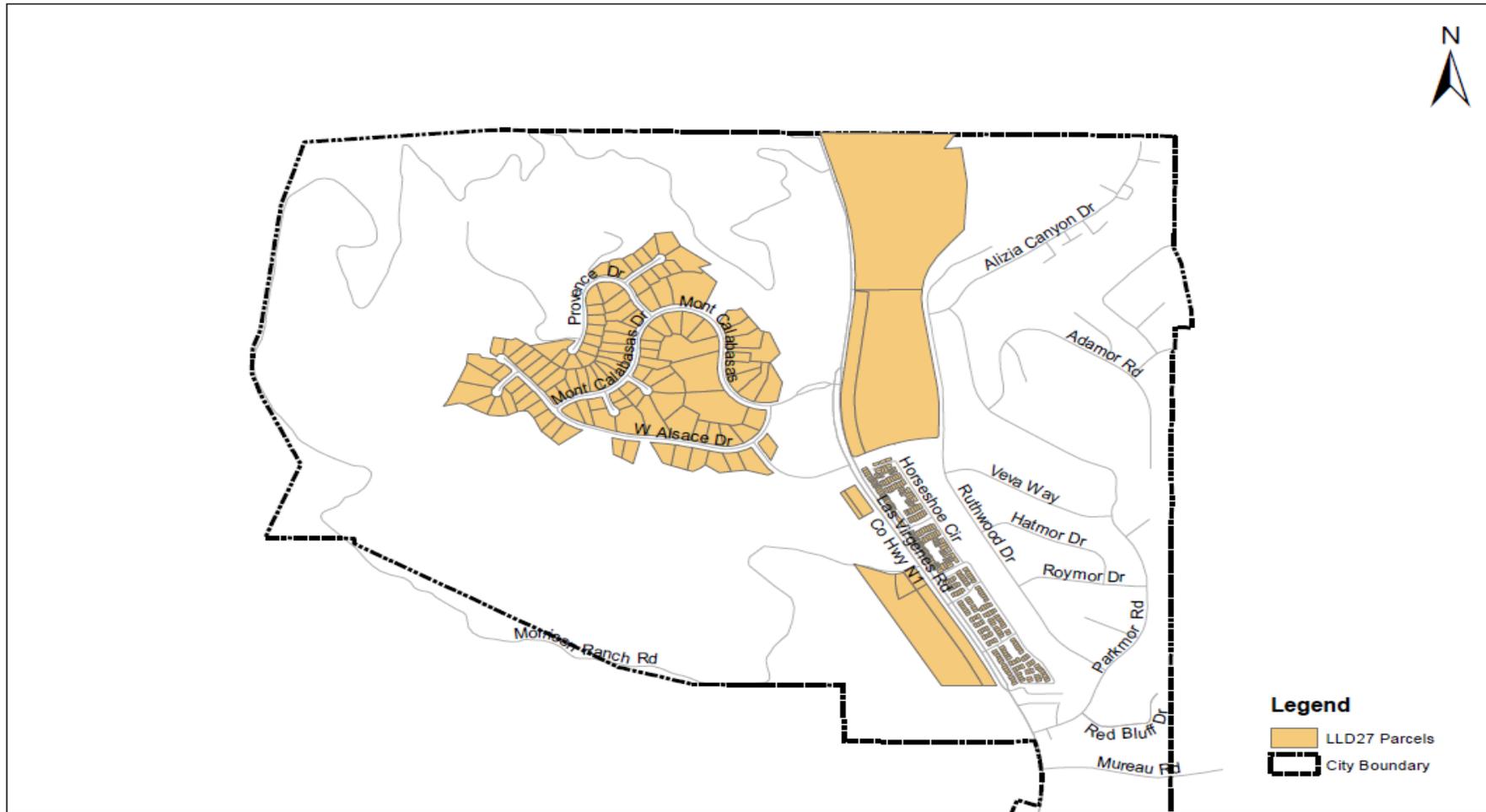
City of Calabasas Landscaping and Lighting District No. 22 Boundary Map



City of Calabasas Landscaping and Lighting District No. 24 Boundary Map



City of Calabasas Landscaping and Lighting District No. 27 Boundary Map



City of Calabasas Landscaping and Lighting District No. 32 Boundary Map

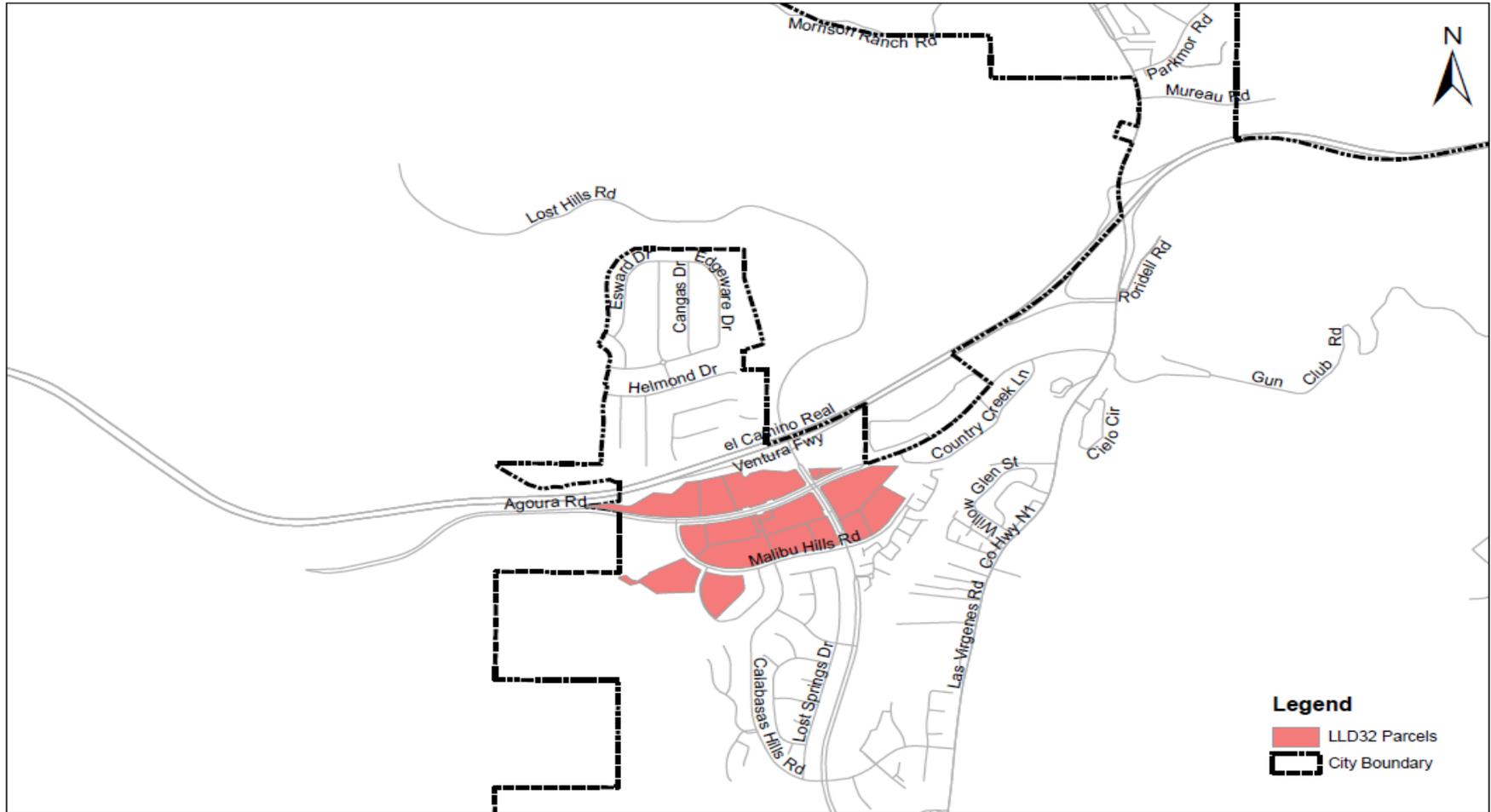


Exhibit A- 2024-25 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The land use classification for each parcel has been based on the Los Angeles County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, has been submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Annexation of territory to an existing assessment district is provided by the 1972 Act, commencing with Section 22605. The 1972 Act further provides that an assessment district may consist of contiguous or non-contiguous areas. Annexation proceedings are limited to the territory proposed to be annexed. The history of annexations and detachments are listed above under the historical information section page 2.

Exhibit B- Maintenance Costs and Assessment by Zone

Landscape Lighting Act District No. 22

ZONE	FY 2024-25 Maintenance Cost & Benefit Assessment	Land Use	No. of Parcels	Assessment Units Capped	Assessment Units Calculated Based on New Trip Generation ⁽²⁾	No. of Acres	FY 2023-24 Assessment Rate (7.446% Increase) ⁽¹⁾	FY 2024-25 Assessment Rate (3.475% CPI Increase) ⁽³⁾	FY 2024-25 Maximum Assessment Rate Cap (3.475% CPI Increase)	Per Parcel/ Acre
Bellagio	\$196,177.60	SFR	160	160	160		\$1,184.93	\$1,226.11	\$1,226.11	Parcel
Calabasas Country Estates	80,750.65	SFR	37	37	37		\$2,109.15	\$2,182.45	\$2,182.45	Parcel
Calabasas Hills	483,257.60	SFR	490	490	490		\$953.12	\$986.24	\$986.24	Parcel
Classic Calabasas Park	525,797.74	SFR	458	458	458		\$1,109.48	\$1,148.03	\$1,148.03	Parcel
Calabasas Park Estates	565,271.25	SFR	425	425	425		\$1,285.38	\$1,330.05	\$1,330.05	Parcel
Calabasas Park Estates (Balloting FY2024-25)	579,063.69	SFR	425	425	425		\$1,285.38	\$1,362.50	\$1,362.50	Parcel
Calabasas Rd Comm / Old Town	41,384.86	Commercial/Va cant	70	397	714	95.87	\$100.74	\$104.24	\$104.24	Acre
Calabasas Rd Comm / Old Town	4,690.80	MFR	1	45	60.75		\$100.74	\$104.24	\$104.24	Parcel
Calabasas Rd Comm / Old Town	7,505.28	SFR	72	72	72		\$100.74	\$104.24	\$104.24	Parcel
Clairidge	168,177.90	SFR	33	33	33		\$4,925.15	\$5,096.30	\$5,096.30	Parcel
Las Villas	151,603.49	SFR	89	89	89		\$1,646.20	\$1,703.41	\$1,703.41	Parcel
Las Villas (Balloting FY2024-25)	161,162.98	SFR	89	89	89		\$1,646.20	\$1,810.82	\$1,810.82	Parcel
Oak Creek	10,229.07	Condo	17	17	17		\$581.50	\$601.71	\$601.71	Parcel
Oak Park	232,045.12	Condo	268	268	268		\$836.76	\$865.84	\$865.84	Parcel
Palatino	118,348.80	SFR	120	120	120		\$953.12	\$986.24	\$986.24	Parcel
The Oaks of Calabasas	550,321.92	SFR	558	558	558		\$953.12	\$986.24	\$986.24	Parcel
Vista Pointe	394,242.66	SFR	189	189	189		\$2,015.89	\$2,085.94	\$2,085.94	Parcel
Westridge	235,433.22	SFR	111	111	111		\$2,049.79	\$2,121.02	\$2,121.02	Parcel
TOTAL ⁽⁴⁾	\$3,765,237.96		3,098	3,469	3,802	95.87				

NOTE: The maximum assessment rate is increased by the percentage determined by the CFO. District 22 is being charged at the maximum rate for FY 2024/25.

- (1) The percentage for FY 2023-24 Assessment Rate Increase reflects an increase in assessment rate from the prior year.
- (2) The assessment units with updated Trip Generation Data cannot be used as the new maximum assessment is higher than the approved Prop 218 maximum rate.
- (3) Two zones are being balloted for FY2024-25. The percentage increase will not be the same as the CPI for these zones.
- (4) Total assessment if balloting does not pass for the two zones.

Landscape Lighting Act District No. 24

ZONE	FY 2024-25 Maintenance Cost & Benefit Assessment	Land Use	No. of Parcels	Assessment Units	FY 2023-24 Assessment Rate (7.446% Increase) ⁽¹⁾	FY 2024-25 Assessment Rate (3.475% CPI Increase)	FY 2024-25 Maximum Assessment Rate (3.475% CPI Increase)
Deer Springs	\$55,602.00	Residential	300	300	\$179.12	\$185.34	\$185.34
Steeplechase	44,666.94	Residential	240	241	\$179.12	\$185.34	\$185.34
El Encanto	7,969.62	Residential	43	43	\$179.12	\$185.34	\$185.34
Avalon Bay	111,204.00	Residential	2	600	\$179.12	\$185.34	\$185.34
Lone Oak	8,896.32	Residential	48	48	\$179.12	\$185.34	\$185.34
Mira Monte (Tract 52150)	6,301.56	Residential	34	34	\$179.12	\$185.34	\$185.34
District 24 Subtotal	\$234,640.44		667	1,266			
Saratoga Ranch	\$2,649.23	Residential	43	43	\$59.54	\$61.61	\$61.61
Saratoga Hills	13,985.47	Residential	227	227	\$59.54	\$61.61	\$61.61
Saratogas Subtotal	\$16,634.70		270	270			
District Total	\$251,275.14		937	1,536			

Variance from budget due to rounding.

⁽¹⁾ The percentage for FY 2023-24 Assessment Rate Increase reflects an increase in assessment rate from the prior year.

NOTE: The maximum assessment rate is increased by the Consumer Price Index annually. District 24 is being charged at the maximum rate for FY 2024/25.

Landscape Lighting Act District No. 27

ZONE	FY 2024-25 Maintenance Cost & Benefit Assessment	No. of Parcels	FY 2023-24 Assessment Rate (7.446% Increase) ⁽¹⁾	FY 2024-25 Assessment Rate (3.475% CPI Increase)	FY 2024-25 Maximum Assessment Rate (3.475% CPI Increase)
Casden Malibu Canyon	\$415.80	3	\$133.95	\$138.60	\$138.60
Las Virgenes Park	19,958.40	144	\$133.95	\$138.60	\$138.60
Las Virgenes Village	22,453.20	162	\$133.95	\$138.60	\$138.60
Mont Calabasas	15,246.00	110	\$133.95	\$138.60	\$138.60
Total	\$58,073.40	419			
ZONE	FY 2024-25 Maintenance Cost & Benefit Assessment	No. of Parcels	FY 2023-24 Assessment Rate	FY 2024-25 Assessment Rate	FY 2024-25 Maximum Assessment Rate
Mont Calabasas HOA*	\$289,210.90	110	\$2,540.90	\$2,629.19	\$2,629.19
Total Mont Calabasas	\$289,210.90	110			
LLAD Total	\$347,284.30	419			

Variance from budget due to rounding.

⁽¹⁾ The percentage for FY 2023-24 Assessment Rate Increase reflects an increase in assessment rate from the prior year.

* Mont Calabasas HOA assessment rate was \$2,958.29 from FY2019-20 through FY2021-22. For FY2023-24, this rate reverted back to the previously approved maximum assessment from Fiscal Year 2018-19 with an increase in CPI over four years.

Note: The maximum assessment rate is increased by the Consumer Price Index annually. District 27 is being assessed at the maximum for Fiscal Year 2024/25.

Landscape Lighting Act District No. 32

ZONE	FY 2024-25 Maintenance Cost & Benefit Assessment	Land Use	No. of Parcels	FY 2023-24 Assessment Rate (7.446% CPI Increase)	FY 2024-25 Applied Assessment Rate (3.475% CPI Increase)	FY 2024-25 Maximum Assessment Rate (3.475% CPI Increase)
Single Parcels	\$36,971.04	Commercial	16	\$2,233.09	\$2,310.69	\$2,310.69
Parcel Splits	4,621.32	Commercial	4	\$1,116.53	\$1,155.33	\$1,155.33
TOTAL	\$41,592.36		20			

Variance from budget due to rounding.

(1) The percentage for FY 2023-24 Assessment Rate Increase reflects an increase in assessment rate from the prior year.

Note: The maximum assessment rate is increased by the Consumer Price Index annually. District 32 is being assessed at the maximum for Fiscal Year 2024/25.

Exhibit C- Assessment Rate History

Landscape Lighting Act District No. 22

Fiscal Year	Prop 218 Assessment Increases & Annual CPI Increase per Parcel	Bellagio	Calabasas County Estates	Calabasas Hills	Classic Calabasas Park	Calabasas Park Estates	Calabasas Ridge (Detached from District 11-12)	Cal Road Commercial/ Old Town Master Plan Area (Formed 1997-98)	Clairford (Formed 1996-97)	Creekside (Detached from District 1997-98)
1995-1996		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43		N/A	\$621.43
1996-1997		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43		\$621.43	\$621.43
1997-1998		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
1998-1999		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
1999-2000		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
2000-2001		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
2001-2002	Prop 18-Majority Vote	Yes	Yes				Yes	No	Yes	
2001-2002	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	Not Assessed	\$3,211.15	NAP
2002-2003	Prop 18-Majority Vote							Yes		
2002-2003	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2003-2004		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2004-2005		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2005-2006		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2006-2007	Prop 18-Majority Vote									
2006-2007	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$761.88	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2007-2008	Prop 18-Majority Vote			No	No					
2007-2008	Prop 18-Majority Vote			No	No					
2007-2008	Final Asmts & CPI Increase for all Zones	\$805.48	\$1,031.87	\$647.91	\$647.91	\$794.35	\$2,031.40	273.96 per acre	\$3,348.00	NAP
2008-2009	Prop 18-Majority Vote		Yes		Yes	No				
2008-2009	Final Asmts & CPI Increase for all Zones	\$831.90	\$1,364.87	\$669.16	\$700.69	\$820.40	\$2,098.03	282.95 per acre	\$3,457.81	NAP
2009-2010	Prop 18-Majority Vote		No							
2009-2010	Final Asmts & CPI Increase for all Zones	\$861.27	\$1,413.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2010-2011	Prop 18-Majority Vote	No	Yes							
2010-2011	Final Asmts for all Zones (no CPI increase)	\$861.27	\$1,533.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2011-2012	Asmts for all Zones (no CPI increase)	\$861.27	\$1,533.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2011-2012	Survey Ballot Ridge voted to be Removed from LLAD 22						NAP			
2012-2013	Asmts for all Zones (2.67% CSI increase)	\$884.27	\$1,573.98	\$711.28	\$744.79	\$872.04	NAP	\$300.76	\$3,675.45	NAP
2013-2014	Asmts for all Zones (2.03% CSI increase)	\$902.22	\$1,605.93	\$725.72	\$759.91	\$978.71	NAP	\$306.87	\$3,750.06	NAP
2013-2014	Prop 18-Majority Vote					Yes				
2014-2015	Asmts for all Zones (1.08% CSI increase)	\$911.97	\$1,623.28	\$733.56	\$795.00	\$989.29	NAP	\$310.19	\$3,790.57	NAP
2014-2015	Prop 18-Majority Vote				Yes					
2015-2016	Asmts for all Zones (1.35% CSI increase)	\$924.29	\$1,645.20	\$743.47	\$805.74	\$1,002.65	NAP	\$314.38	\$3,841.75	NAP
2016-2017	Asmts for all Zones (0.91% CPI increase)	\$932.70	\$1,660.17	\$750.24	\$813.07	\$1,011.77	NAP	\$317.24	\$3,876.71	NAP
2017-2018	Asmts for all Zones (1.89% CPI increase)	\$950.33	\$1,691.55	\$764.42	\$828.44	\$1,030.89	NAP	\$323.24	\$3,949.98	NAP
2018-2019	Asmts for all Zones (2.79% CPI increase)	\$976.84	\$1,738.74	\$785.75	\$851.55	\$1,059.65	NAP	\$332.25	\$4,060.18	NAP
2018-2019	Prop 18-Majority Vote				No					
2019-2020	Asmts for all Zones (3.81% CPI increase)	\$1,014.05	\$1,804.98	\$815.67	\$949.48	\$1,100.02	NAP	\$344.91	\$4,214.87	NAP
2019-2020	Prop 18-Majority Vote				Yes					
2020-2021	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,014.05	\$1,804.98	\$815.67	\$949.48	\$1,100.02	NAP	\$344.91	\$4,214.87	NAP
2021-2022	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,062.10	\$1,890.53	\$854.32	\$994.47	\$1,152.14	NAP	\$361.26	\$4,414.62	NAP
2022-2023	Asmts for all Zones (3.83% CPI increase)	\$1,102.81	\$1,962.99	\$887.07	\$1,032.59	\$1,196.30	NAP	\$375.11	\$4,583.84	NAP
2023-2024	Asmts for all Zones (7.44% CPI increase)	\$1,184.93	\$2,109.15	\$953.12	\$1,109.48	\$1,285.38	NAP	\$403.04	\$4,925.15	NAP
2024-2025	Asmts for all Zones (3.475% CPI increase)	\$1,226.11	\$2,182.45	\$986.24	\$1,148.03	\$1,330.05	NAP	\$416.96	\$5,096.30	NAP

Variance from budget due to rounding.

Landscape Lighting Act District No. 22

Fiscal Year	Las Villas	Oak Creek	Oak Park	Palatino	Park Sorrento (Detached from District 2009-10)	The Oaks of Calabasas	The Oaks II (Vacant Land Asmt per acre)	Vista Pointe	Westridge
1995-1996	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	N/A	\$621.43	\$621.43
1996-1997	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	N/A	\$621.43	\$621.43
1997-1998	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
1998-1999	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
1999-2000	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
2000-2001	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
2001-2002								Yes	Yes
2001-2002	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2002-2003									
2002-2003	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2003-2004	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2004-2005	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2005-2006	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2006-2007	Yes							No	
2006-2007	\$1,073.31	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2007-2008									
2007-2008									
2007-2008	\$1,118.05	\$395.80	\$588.79	\$647.91	\$378.24	\$647.91	N/A All land developed- The Oaks	\$1,370.36	\$812.47
2008-2009						No			Yes
2008-2009	\$155.75	\$408.25	\$587.45	\$669.18	\$390.65	\$669.16		\$1,415.31	\$1,439.12
2009-2010									
2009-2010	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2010-2011									
2010-2011	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2011-2012	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2011-2012									
2012-2013	\$1,228.50	\$433.95	\$624.43	\$711.28	NAP	\$711.28		\$1,504.39	\$1,529.70
2013-2014	\$1,253.44	\$442.76	\$637.11	\$725.72	NAP	\$725.72		\$1,534.93	\$1,560.75
2013-2014									
2014-2015	\$1,266.98	\$447.55	\$644.00	\$733.56	NAP	\$733.56		\$1,551.51	\$1,577.61
2014-2015									
2015-2016	\$1,284.09	\$453.60	\$652.70	\$743.47	NAP	\$743.70		\$1,572.46	\$1,598.91
2016-2017	\$1,295.78	\$457.73	\$658.64	\$750.24	NAP	\$750.24		\$1,586.77	\$1,613.46
2017-2018	\$1,320.27	\$466.38	\$671.09	\$764.42	NAP	\$764.42		\$1,616.76	\$1,643.95
2018-2019	\$1,357.11	\$479.39	\$689.81	\$785.75	NAP	\$785.75		\$1,661.87	\$1,689.82
2018-2019									
2019-2020	\$1,408.80	\$497.65	\$716.09	\$815.67	NAP	\$815.67		\$1,725.17	\$1,754.19
2019-2020									
2020-2021	\$1,408.80	\$497.65	\$716.09	\$815.67	NAP	\$815.67		\$1,725.17	\$1,754.19
2021-2022	\$1,475.56	\$521.23	\$750.02	\$854.32	NAP	\$854.32		\$1,806.93	\$1,837.32
2022-2023	\$1,532.12	\$541.21	\$778.77	\$887.07	NAP	\$887.07		\$1,876.19	\$1,907.74
2023-2024	\$1,646.20	\$581.50	\$836.76	\$953.12	NAP	\$953.12		\$2,015.89	\$2,049.79
2024-2025	\$1,703.41	\$601.71	\$865.84	\$986.24	NAP	\$986.24		\$2,085.94	\$2,121.02

Note: In FY2024-25, the District proposes a rate increase for Calabasas Park Estates and Las Villas HOA. If balloting passes, the FY 2024-25 assessment rate will be \$1,362.50 for Calabasas Park Estates and \$1,810.82 for Las Villas HOA.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 15, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL MCCONVILLE, DEPUTY CITY MANAGER
MICHAEL DYER, PUBLIC SAFETY & EMERGENCY PREPAREDNESS
DIRECTOR

SUBJECT: AUTHORIZATION TO APPROVE AMENDMENT NO. 3 FOR \$50,000
ADDITIONAL FUNDING AND THE EXTENSION OF THE TERM DATE
TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH
MUNICIPAL RESOURCE GROUP

MEETING DATE: APRIL 24, 2024

SUMMARY RECOMMENDATION:

That the City Council approve Amendment No. 3 for additional funding in the amount of \$50,000, and the extension of the term date through September 30, 2025, to the existing Professional Services Agreement with Municipal Resource Group for emergency operations training and plan development, and human resources advisement services.

BACKGROUND:

In February 2022, the City entered into a one-year Professional Services Agreement (PSA) with Municipal Resource Group for human resources advisement services, in an amount not to exceed \$10,000.

In June 2022, the City brought on Michael W. Dyer as the City's Director of Public Safety and Emergency Preparedness to address the City's lack of plans, procedures, and training related to the City's ability to respond to disaster and emergency events.

To accomplish these goals, the City amended the Municipal Resources Group PSA in September 2022 to revise the scope of services to include emergency operations training, and Emergency Operations Plan and Continuity of Operations Plan development. The amendment increased the not-to-exceed amount of the agreement to \$60,000, and also extended the expiration date through September 2024.

With the assistance of Municipal Resources Group, the City has successfully completed its annual Emergency Operation Center training in 2022 and 2023, and will complete its next annual training in June 2024.

Municipal Resources Group also updated the City's Emergency Operations Plan in 2023, and in April 2024, completed the City's first Continuity of Operations Plan.

DISCUSSION:

As of February 2024, there is \$10,000 remaining on the Municipal Resources Group PSA, which would not cover anticipated costs for the following services planned through the 2023/24 & 2024/25 fiscal years: (1) staff training related to the 2024 Continuity of Operation Plan, Emergency Operations Center staff training, and human resources advisement services.

For these reasons, staff is requesting an extension of Municipal Resources Group PSA term date through June 30, 2025, as well as an increase in funding to the contract in the amount to \$50,000, or a total agreement amount of \$110,000.

Concurrent with this proposed extension, staff will prepare and issue a new Request for Proposals (RFP) for emergency operations training and plan development, and human resources advisement services, in January 2025.

FISCAL IMPACT/SOURCE OF FUNDING:

The \$50,000 in additional funding to the Municipal Resources Group PSA will be appropriated for FY 2023/24 and 2024/25 as follows:

- \$10,000 to the General Fund budget
- \$40,000 to the Disaster Recovery Fund (Woolsey Fire)

REQUESTED ACTION:

That the City Council approve Amendment No. 3 for additional funding in the amount of \$50,000, and the extension of the term date through September 30, 2025, to the existing Professional Services Agreement with Municipal Resource Group for emergency operations training and plan development, and human resources advisement services.

ATTACHMENTS:

- A. Amendment No. 3 to the Professional Services Agreement
- B. Current Professional Services Agreement

AMENDMENT No. #3 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Municipal Resource Group, LLC)

This Amendment No. #3 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 24th day of April, 2024 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Municipal Resource Group, LLC, P.O. Box 561, Wilton, CA 95693 (“Consultant”).

This “Amendment” modifies the original Agreement between the “City” and the “Consultant” dated February 1, 2022 in the following fashion:

- A. City and Consultant desire to amend the Agreement by modifying section 5 – Expiration Date of the Agreement to read as follows:
 - 5. “Expiration Date”: June 30, 2025.

- B. City and Consultant desire to amend the Agreement by modifying Section 4 so that the total compensation and costs payable to Consultant under this Agreement is a not-to-exceed sum of \$110,000.

Initials: (City) _____ (Consultant) _____

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

“City”
City of Calabasas

By: _____
Alicia Weintraub, Mayor

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

By: _____
Michael McConville, Deputy City Manager

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____

“Consultant”
Municipal Resource Group, LLC

By: _____
Mary Egan, CEO/Managing Partner

Date: _____

By: _____

Date: _____



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Municipal Resource Group, LLC
City Department in charge of Contract:	City Manager
Contact Person for City Department:	Carolina Tijerino
Period of Performance for Contract:	1 Year
Not to Exceed Amount of Contract:	\$10,000
Scope of Work for Contract:	HR-On Demand Project Mgmt Services

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT (LOW RISK)

This agreement is entered into by and between the City of Calabasas ("City") and Municipal Resource Group, LLC ("contractor").

(name of contractor)

1. Contractor represents that he or she is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.
2. The services to be performed are described either in Exhibit A attached hereto or as follows:
HR On-Demand Project Management services per attached proposal.
3. Contractor's work schedule shall be shall not be to exceed one year, February 2022 to February 2023.
4. Contractor's compensation shall not exceed Ten thousand dollars (\$10,000.00)
5. The agreement commences February 1, 2022 and expires February 1, 2023, unless the agreement is terminated earlier by City. No cause or notice is required for termination of this agreement.
6. Contractor shall provide only the services described herein. Any change in the services of contractor requires an amendment to the agreement signed by contractor and City.
7. Contractor shall perform the requested services in a safe and professional manner. During the performance of this agreement, contractor shall not violate any law, rule, regulation, policy, or ordinance of the City, county, state or federal government, including but not limited to any that pertains to workplace safety, grooming and professionalism, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.
8. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City.
9. All data, documents, discussion, or other information developed or received by contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of the agreement.
10. To the fullest extent permitted by law, contractor shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers, from and against any and all claims, losses, costs, and expenses due to the death or injury to any person and injury to any property resulting from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of contractor in the performance of this agreement. Such costs and

expenses include reasonable attorney's fees incurred by counsel of City's choice.

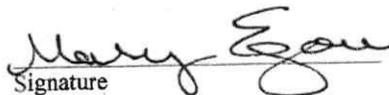
The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of contractor's commitment to indemnify and protect City as set forth herein.

11. The contractor is not eligible to drive City-leased or owned vehicles. If contractor is required to use his or her own vehicle during the performance of services under the agreement, contractor must provide proof of automobile insurance. Under certain circumstances a contractor may be required to obtain additional general liability and/or automobile policies of insurance. The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. If the contractor has employees, the contractor must carry worker's compensation insurance as required by state law.
12. Contractor has no authority to bind City and shall not make any representations that he or she is an employee or agent of City. Any business cards issued to contractor are for the purpose of identification only.
13. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement.
14. In the performance of this agreement; contractor shall not discriminate against or harass any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, domestic partner status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
15. In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

CONTRACTOR:

Mary Egan

Contractor Name


Signature

3/15/2022
Date

(Note: If contractor is under 18 years of age, there must be an accompanying parent or legal guardian signature)

Parent/Guardian Name

Signature

Date

CITY OF CALABASAS:


Name of City Official


Signature

3/21/22
Date

Chief Financial Officer

Signature

Date

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
(818) 224-1600; fax (818) 225-7324



March 8, 2022

Dr. Kindon Meik
City Manager
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Dear Dr. Meik:

Thank you requesting a proposal from Municipal Resource Group ("MRG") to assist the City of Calabasas with HR On-Demand Project Management services. The proposed services will provide subject matter expertise by supporting the HR Department on an as needed basis with research, analysis or projects. MRG Consultant Patty Francisco will be available for on-demand requests from the City. MRG will serve as a trusted strategic HR advisor to the City for complex and high-level human resources projects in addition to providing mentoring and coaching to a current HR staff member.

Patty will serve as the City contact and will utilize other members of the MRG human resource group as project needs are identified. We have developed an outline of project services the City may choose from. This estimate is valid for 60 days from the date of the proposal. Thank you for your continued trust in MRG and we look forward to working with you!

Sincerely,

Mary Egan
CEO/Managing Partner
MRG, LLC
916-261-7547
egan@solutions-mrg.com



City of Calabasas Human Resources On-Demand

SCOPE OF WORK

HR On-Demand—Serving as trusted strategic HR advisor, MRG Consultants will provide guidance and advice on a full range of simple to more complex HR issues on a regular basis. With further review and research, MRG will assist the City in determining which concerns are escalated for legal review. HR project-based services are also provided upon request and as needed:

1. Classification/Job Analysis including ADA Reasonable Accommodation Issues
 - Conduct job analysis, needs analysis and reclassification evaluations
 - Train staff on Classification and Compensation general practices
 - Analyzing data and information related to salary and compensation
 - Develop new, compliant job descriptions and related application materials, if necessary
 - Review essential functions in relation to reasonable accommodation requests
2. Recruitment and Selection
 - Review job description and duties for possible updates
 - Prepare recruitment plan and outreach
 - Assist in the review process and candidate communications
3. Human Resources Technology review
 - Review current programs and software
 - Identify, research and recommend applicable programs
 - Assist and implement a recruitment platform (e.g., CalOpps, NeoGov or other)
4. Discipline and Retention
 - Consider implementation of Coaching program associated with performance evaluation systems
 - Developing and administering performance improvement plans
 - Review current progressive discipline, employee, and agency documents to prepare disciplinary documentation
5. Organizational Assessments/Change Management
 - Department review for functional efficiencies, compliance, and best practice recommendations
 - Prepare and facilitate an internal customer service survey to assess the effectiveness of a department
 - Review the departmental structure, compare benchmarks to similar agencies
 - Assist in the messaging and strategic planning for Change Management in an agency to align with Executive mission and vision
 - Prepare and establish Succession Planning efforts involving coaching and mentoring, to prepare the next generation leaders



6. Workplace Investigations

- Recommend initial intake and analysis of complaint to determine if an investigation is warranted. Review with HR to determine the best course of action
- Coordinate with HR contact to schedule interviews with assigned investigator
- Debrief with HR for post-investigation conflict resolution

Project Rates

<i>Effective January 1, 2022</i>	<i>Rate</i>
Human Resources Professional Services	\$225
Principal Consultant Professional Services – Mary Egan	\$250
Investigative Services	\$295
Technical Support (MRG Staff)	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

PROJECT FEES

Based on the scope of work above, MRG suggests a contract amount not to exceed \$10,000. MRG will invoice on an hourly basis at \$225 per hour for HR services. Other services will be billed according to the rate schedule above. Documents will be delivered via email. If in-person meetings are requested, MRG will invoice for expenses that include mileage at the current IRS rate of \$0.585 per mile and all travel. Incurred costs of printing of documents, business license and postage will be invoiced at cost.

Additional work not contemplated in this proposal will be billed at the respective hourly rates and will be undertaken only after agreed upon in writing between the City and MRG.

MRG prefers invoices to be paid electronically. Please contact Barbara Bullock for ACH information and to provide your agency form. Barbara can be reached at bbullock@solutions-mrg.com.

If paying by check, please remit to the address below:
Municipal Resource Group, LLC
PO Box 561
Wilton, CA 95693



At all times during this project engagement, MRG will be an independent contractor. Both agencies confirm the specialized services are distinct from tasks customarily performed by the Agency. The services of Consultant specifically do not include hiring, firing, or supervising of any Agency personnel. Also, Consultant shall not have contracting or signing authority or act in the position of a Director or represent a management position at commission, Board or Council meetings.



ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Design Professionals Insurance Services, LLC		NAMED INSURED Municipal Resource Group, LLC (MRG) PO BOX 561 Wilton CA 95693	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

SEVERABILITY OF INTERESTS
Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or suit is brought.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision:

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F - Optional Additional Insured Coverages.

57SBAUZ2244

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in

57SBAUZ2244 Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

57SBAUZ2244

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

57SBAUZ2244

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an

57SBAUZ2244 additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of, or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs 15.b. and 15.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WECAB10L8

Endorsement Number:

Effective Date: 02/01/2022

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

Municipal Resource Group, LLC (MRG)
PO BOX 561
Wilton, CA 95693

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 16, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL MCCONVILLE, DEPUTY CITY MANAGER

SUBJECT: RECEIVE AND FILE LETTER FROM CONGRESSWOMAN JULIA BROWNLEY REGARDING CONGRESSIONAL EFFORTS TO ADDRESS AVIATION NOISE IMPACTS

MEETING DATE: APRIL 24, 2024

SUMMARY RECOMMENDATION:

That the City Council receive and file the attached letter from Congresswoman Julia Brownley outlining her Office's actions to mitigate aviation noise impacts in Calabasas as a result of FAA flight path alterations.

BACKGROUND/DISCUSSION:

In February 2024, staff contacted Congresswoman Julian Brownley's Office to advise of complaints received from residents, HOAs, and business groups regarding increased aircraft noise impacts in Calabasas. Staff also requested formal notification as to the actions that the Congresswoman's Office has taken to mitigate these noise impacts, and where residents can be directed to send future complaints should the need arise.

The City received the attached April 3, 2024 letter from the Congresswoman's Office in response to staff's request.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact for this item.

REQUESTED ACTION:

That the City Council receive and file the attached letter from Congresswoman Julia Brownley outlining her Office's actions to mitigate aviation noise impacts in Calabasas as a result of FAA flight path alterations.

ATTACHMENTS:

April 3, 2024 Letter from Congresswoman Julia Brownley

JULIA BROWNLEY
26TH DISTRICT, CALIFORNIA
MEMBER OF CONGRESS

HOUSE VETERANS' AFFAIRS COMMITTEE
SUBCOMMITTEE ON HEALTH

HOUSE COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE
SUBCOMMITTEE ON AVIATION

SUBCOMMITTEE ON HIGHWAYS AND TRANSIT

SUBCOMMITTEE ON WATER RESOURCES
AND THE ENVIRONMENT



Congress of the United States House of Representatives

WASHINGTON, DC OFFICE
2262 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: 202-225-5811
FAX: 202-225-1100

OXNARD, CA OFFICE
201 EAST FOURTH STREET, SUITE 209B
OXNARD, CA 93030
PHONE: 805-379-1779
FAX: 805-379-1799

THOUSAND OAKS, CA OFFICE
223 EAST THOUSAND OAKS BOULEVARD, SUITE 220
THOUSANDS OAKS, CA 91360
PHONE: 805-379-1779
FAX: 805-379-1799

April 3, 2024

ITEM 4 ATTACHMENT

Mr. Michael McConville
Deputy City Manager
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Dear Michael,

Thank you for contacting me to inquire about my work in Congress to address aviation noise issues facing our community.

I share your interest in ensuring the Federal Aviation Administration (FAA) considers the impact of aircraft noise when designing flight paths, and I agree that the FAA must take action to mitigate these impacts. In Congress, I have also been working on these issues as a member of the Quiet Skies Caucus for many years.

With respect to legislation, I hope you will be pleased to know that we were successful in the 2018 FAA Authorization Act in getting a number of provisions included. Not only did the law authorize continued funding for airport noise abatement programs, but the law also included new language to require FAA to do more to address noise complaints, especially in areas like Ventura and Los Angeles Counties that have recently completed metroplex redesign projects. Among the provisions included in the final agreement, the law required FAA to update its noise measurement metrics and requires certain airports to update noise exposure maps. It also required FAA to evaluate alternative metrics to the current average day-night level standard, such as the use of actual noise sampling, to address community airplane noise concerns. The law required FAA to consider the feasibility of dispersing airplane flight paths in areas where aircraft fly 6,000 feet or less above ground level. The law required a study on the health impacts of noise from aircraft on residents exposed to a range of noise levels in major metropolitan areas, including throughout the Southern California Metroplex. The study must also consider the incremental health impacts on residents living partly or wholly underneath flight paths most frequently used by aircraft flying at an altitude lower than 10,000 feet. The study will also review the economic impacts of overflight noise for businesses in these areas.

The law also created a new position of regional ombudsman to serve as a regional liaison with the public, including community groups, on issues regarding aircraft noise, pollution, and safety; to make recommendations to FAA to address concerns raised by the public and improve the consideration of public comments in decision-making processes; and to be consulted on proposed changes in aircraft operations affecting the region, including arrival and departure routes, in order to minimize environmental impacts, including noise. The law required FAA to study the phase-out of the use of so-called "stage 3" aircraft, which are aircraft with older, noisier engines. The law required FAA to improve its community engagement practices for Metroplex redesign projects. The law required a study of take-off speeds to evaluate noise reduction options.

In July 2023, the House passed a new FAA reauthorization bill. The House-passed bill not only reauthorizes and increases funding for airport noise abatement programs, but it also includes a number of provisions to help mitigate aircraft and airport noise, including by requiring the FAA to review and revise regulations on noise

standards to reflect all relevant laws and regulations with the agency to seek feedback from airports, airport users, and individuals who live in the vicinity of an airport. It requires the FAA, when implementing or revising a flight procedure, to reduce undesirable aircraft noise by implementing flight procedures that mitigate its impact, working with airport sponsors and impacted neighborhoods to establish or modify arrival and departure routes, and discouraging residential or other buildings near airports.

The House-passed bill also establishes an Airport Community of Interest Task Force to provide recommendations on multiple aspects of FAA engagement with communities surrounding airports, including with regard to noise abatement efforts, air traffic pattern changes, the noise complaint process, development projects around airports, and improving information sharing. The FAA must convene annual engagement events in each of its regions to focus on topics of regional interest. It also must establish a Community Collaboration Program to harmonize policies and procedures across the agency relating to community engagement.

Currently, the House and Senate are engaged in conference negotiations to resolve differences between the House-passed bill and the Senate Commerce Committee version of the FAA reauthorization. We are hopeful that the final 2024 FAA authorization bill will come together quickly.

Finally, I have also encouraged residents with noise complaints to file an official complaint with FAA. Information on how to submit a formal complaint is online here: <https://www.faa.gov/noise/inquiries>. In the past, complaints have led to some FAA changes to address noise issues. For instance, following many complaints from the Newbury Park community, FAA raised the altitude of a flight path over that neighborhood.

I have also strongly encouraged my constituents to engage directly with local community groups on the issues impacting their neighborhood, including through the LAX/Community Noise Roundtable that meets regularly to address community noise concerns. Information about the roundtable, including how to participate in upcoming meetings, is online here: <https://www.lawa.org/lawa-environment/noise-management/lawa-noise-management-lax/community-noise-roundtable>. Local noise abatement groups play a key role in developing airport noise abatement plans, so the more residents who participate actively, the greater impact they can have on those noise abatement plans.

I hope this information is helpful. Please be assured that I will continue to work on these issues in Congress, keeping in mind the impact of noise on our community. Finally, if the City of Calabasas needs assistance connecting with the FAA, please do not hesitate to contact my casework team at 805-379-1779.

Sincerely,

A handwritten signature in blue ink that reads "Julia Brownley". The signature is fluid and cursive, with a checkmark at the end.

JULIA BROWNLEY
Member of Congress



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 19, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: KINDON MEIK, CITY MANAGER
MATTHEW T. SUMMERS, CITY ATTORNEY
RON AHLERS, CHIEF FINANCIAL OFFICER**

SUBJECT: ADOPTION OF RESOLUTION NO. 2024-1893, STATING INTENT TO PURSUE MERGER OF THE AGOURA HILLS / CALABASAS COMMUNITY CENTER'S CONTRACT WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM INTO THE CITY OF CALABASAS' CONTRACT WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

MEETING DATE: APRIL 24, 2024

SUMMARY RECOMMENDATION:

That the City Council Adopt Council Resolution No. 2024-1893 stating intent to pursue merger of the Agoura Hills / Calabasas Community Center Joint Powers Authority's contract with The California Public Employees' Retirement System into the City of Calabasas' contract with the California Public Employees' Retirement System. The merger date is June 20, 2024.

BACKGROUND:

Calabasas and Agoura Hills entered into a Construction Agreement for the planning, design, construction, and maintenance of the Agoura Hills/Calabasas Community Center in June 1996. Calabasas and Agoura Hills also entered into a Joint Powers Agreement on November 24, 1997 to govern the operation of the

Community Center, which created a separate public entity, the Agoura Hills and Calabasas Community Center Joint Powers Authority (the “Joint Powers Authority”). The Cities have amended the Joint Powers Agreement four times—in 1999, 2000, 2004 and 2006. The Joint Powers Authority operated the Community Center until it was forced to close as a result of the COVID-19 pandemic.

The land on which the Community Center sits is jointly owned by Calabasas and Agoura Hills, each owning an undivided half-interest in the land and the improvements thereon (having a street address of 27040 Malibu Hills Road, Calabasas, CA 91301).

As of November 1, 2022, Calabasas leased Agoura Hills’ undivided half-interest in the land on which the Community Center sits, and the improvements thereon. On March 16, 2024, operating under the lease, Calabasas reopened the Community Center.

The two Cities have continued their negotiations regarding a new future for the Community Center, and have agreed in concept that Agoura Hills will transfer its undivided half-interest in the Community Center land and improvements, in return for Calabasas assuming the pension debt owed by the Joint Powers Authority to the California Public Employees’ Retirement System, via merger of the Joint Powers Authority’s PERS Contract into the Calabasas PERS contract.

The City Council is asked to approve, at this time, a Resolution declaring the City’s intent to merge the Agoura Hills/Calabasas Community Center Joint Powers Authority’s PERS Contract into the City of Calabasas PERS contract.

The next step will be consideration, and approval, of a similar Resolution by the Joint Powers Authority’s Board of Directors declaring the Joint Powers Authority’s intent to merge its PERS Contract into the City of Calabasas PERS contract.

Calabasas will also go through a PERS process to amend the City’s PERS contract to merge the Joint Powers Authority’s PERS Contract into the City of Calabasas PERS contract. The PERS Process will encompass another City Resolution of Intention to amend the City’s PERS contract along with an Ordinance to amend the PERS contract. The City must also make the estimated actuarial costs of the merger available for public review. Upon consultation with PERS staff, the City is seeking to complete this PERS process by June 30, 2024. Because of the short time frame to accomplish these tasks, the Ordinance will be an “Urgency Ordinance” and will be effective immediately upon adoption. With a normal

Ordinance there is a 30-day waiting period after the adoption of the Ordinance prior to it becoming effective.

Simultaneously, the Cities of Calabasas and Agoura Hills' City Councils are anticipated to consider the land transfer agreement at their meetings on May 8, 2024. The two Cities will then seek Los Angeles County consent to the land transfer, which is drafted to preserve the two conditions imposed on the two cities when the County donated the land in 1995 – that, in summary, the land shall be used only for public recreational purposes and be equally open to residents of incorporated and unincorporated territory.

FISCAL IMPACT/SOURCE OF FUNDING:

Outright termination of the Joint Powers Authority's PERS contract would cost an estimated \$1.5 million dollars. This amount is payable in full upon the termination of the PERS plan. Instead of paying that price outright, Calabasas would, if the merger of the Joint Powers Authority's PERS Contract into the Calabasas PERS contract is approved and completed, pay only the ongoing unfunded accrued liability per year above the City's existing PERS costs. This amount is currently being calculated by PERS and is expected to be released by the end of April 2024.

REQUESTED ACTION:

That the City Council:

1. Adopt City Council Resolution No. 2024-1893 stating intent to pursue merger of the Agoura Hills / Calabasas Community Center's contract with The California Public Employees' Retirement System into the City of Calabasas' contract with the California Public Employees' Retirement System with a merger date of June 30, 2024;

2. Authorize the City Manager and/or his designee to execute and sign all PERS documents related to the merger, subject to final City Council approval of the Ordinance.

ATTACHMENTS:

Attachment A: City Council Resolution No. 2024-1893

**ITEM 5 ATTACHMENT
RESOLUTION NO. 2024-1893**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, STATING INTENT TO PURSUE MERGER OF THE AGOURA HILLS / CALABASAS COMMUNITY CENTER'S CONTRACT WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM INTO THE CITY OF CALABASAS' CONTRACT WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

WHEREAS, the City of Calabasas and the City of Agoura Hills are both members of the Agoura Hills / Calabasas Community Center (AH/CCC), a joint powers agency under the Joint Exercise of Powers Act (Gov. Code, § 6500 et seq.); and

WHEREAS, under Government Code section 20460, the AH/CCC entered into a contract with the California Public Employees' Retirement System (CalPERS) effective October 11, 1999, for AH/CCC's participation in the retirement system CalPERS manages (AH/CCC Contract); and

WHEREAS, the City of Calabasas also contracts with CalPERS to provide retirement benefits for its employees (City Contract); and

WHEREAS, the law permits one agency's contract with CalPERS to be merged into another agency's contract with CalPERS, with the consent of both agencies.

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

1. It is in the best interests of the City of Calabasas to merge the AH/CCC CalPERS Contract into the City CalPERS Contract, as this merger of the AH/CCC CalPERS Contract into the City CalPERS Contract is a condition precedent to the agreement by the City of Agoura Hills to transfer its half-interest in the land and Community Center building to the City of Calabasas and the City of Calabasas intends to accept the additional PERS contract obligations to secure the land transfer.
2. The City Council of the City of Calabasas hereby gives notice to the Board of Administration of CalPERS of the City's intent to pursue this merger and requests that the Board of Administration prepare the necessary contract modification and related Resolution and Ordinance for consideration and approval by the City of Calabasas.

3. The City of Calabasas intends this merger of the AH/CCC CalPERS Contract into the City CalPERS Contract to be effective June 30, 2024, subject to final approval by the City Council as required by law.
4. The City Manager and/or his designee is directed to take any necessary actions to effect the City Council's final consideration of the merger of the AH/CCC CalPERS Contract into the City CalPERS Contract.
5. The City Clerk shall certify to the adoption of this Resolution as required by law.

PASSED, APPROVED AND ADOPTED this 24th day of April 2024.

Alicia Weintraub, Mayor

ATTEST:

APPROVED ASTO FORM:

Analuz Mendoza, CMC
Interim City Clerk

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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 17, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2024-1894, OPPOSING INITIATIVE NO. 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

MEETING DATE: APRIL 24, 2024

SUMMARY RECOMMENDATION:

Recommendation to approve and adopt Resolution No. 2024-1894, opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act.

BACKGROUND:

On Jan. 4, 2022, the California Business Roundtable filed the "Taxpayer Protection and Government Accountability Act" or measure 21-0042A1. The measure amends the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges. The measure also limits the voters' input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold state and local law violators accountable. The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts. The measure could have significant negative impact to Calabasas and the people of California. The League of California Cities (Cal Cities), along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly oppose this measure.

FISCAL IMPACT/SOURCE OF FUNDING:

Based on the complexity of the proposed measure, if enacted by voters, and depending upon future actions of the Legislature, local governments, and voters, this proposed initiative could substantially lower annual and local revenues. Further analysis needed.

REQUESTED ACTION:

That the City Council approve and adopt by resolution (Attachment A): opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act.

ATTACHMENTS:

City Council Resolution No. 2024-1894

**ITEM 6 ATTACHMENT
RESOLUTION 2024-1894**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, OPPOSING THE CALIFORNIA BUSINESS ROUNDTABLE SPONSORED INITIATIVE 21-0042A1 THAT WOULD NEGATIVELY AFFECT CALABASAS AND ITS ABILITY TO PROVIDE ADEQUATE MUNICIPAL AND COMMUNITY SERVICES.

WHEREAS, an association representing California’s wealthiest corporations is spending tens of millions of dollars to promote a deceptive ballot measure currently eligible for the November 2024 statewide ballot; and

WHEREAS, the measure creates constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, which could force residents and taxpayers to pay more to maintain services; and

WHEREAS, the measure threatens billions of dollars every year in local government funding for services like fire and emergency response, law enforcement, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure would have significant negative impacts on the City of Calabasas operations and service delivery, affecting the City’s property management revenue and leases, garbage and refuse service contracts, parking fines, nuisance abatement charges, parks and recreation fees, and other revenue sources. The Initiative would shift fees and charges that are currently market-based to below-market rates by introducing a new legal standard on the definition of “**reasonable**” fees

Fees and Taxes

Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter-approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010.

The Taxpayer Protection and 6 Initiative No. 21-0042A1 (pg. 5 (4)) Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority. Local governments levy a variety of fees and other charges to provide core public services.

Examples of the City of Calabasas's affected taxes, fees and charges are:

- Commercial franchise fees for electricity, natural gas and cable tv
- Planning fees
- Building and Safety fees
- Engineering fees
- Property lease revenue
- Nuisance abatement charges, such as for weed, rubbish, and general nuisance
- Abatement to fund code enforcement programs
- Document processing and duplication fees
- Facility use charges and fees for parks and recreation services
- Instructor led classes

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies, including council adopted increases to simply accommodate inflation. The dollar amount of the revenue affected ranges from a few hundred thousand to over one million annually. The majority of these reductions would be to the General Fund of the City.

WHEREAS, the measure is an attack on voters' rights, containing undemocratic provisions that would make it more difficult for local voters to pass measures to fund services, provisions that retroactively cancel measures recently passed by voters, and provisions that prevent voters from passing advisory measures that provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure contains intentionally restrictive language that will encourage hundreds of frivolous lawsuits against cities and local governments – costing taxpayers many millions and stopping investments in vital local services; and

WHEREAS, the measure would make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure is opposed by hundreds of local governments, teachers, firefighters, working families and local elected officials.

THEREFORE, BE IT RESOLVED that the City Council of the City of Calabasas opposes Initiative #21-0042A1; and

BE IT FURTHER RESOLVED, that the City Council of the City of Calabasas will join the “Stop the Corporate Tax Trick” coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state. We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

The City Clerk is ordered to give notice of the Hearing as required by Section 22626(a) of the Assessment Law.

PASSED, APPROVED AND ADOPTED this 24th day of April 2024.

Alicia Weintraub, Mayor

ATTEST:

APPROVED AS TO FORM:

Interim City Clerk

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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 9, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

SUBJECT: AUTHORIZE TO AWARD A CONTRACT TO PARK ASSOCIATES INC, DBA PARK PLANET FOR THE JUAN DE ANZA BAUTISTA, CREEKSIDE, AND HIGHLANDS PARK PLAY STRUCTURE REPLACEMENTS IN THE AMOUNT OF \$628,527.48

MEETING DATE: APRIL 24, 2024

SUMMARY RECOMMENDATION:

That the City Council authorize and award a contract to Park Associates, Inc. DBA Park Planet recommended by the Parks, Recreation and Education Commission for the Juan Bautista De Anza, Creekside, and Highlands Park play structures replacement in the amount of \$628,527.48 (includes contingency).

BACKGROUND:

The City Council has approved the replacement of aging play structures in the Calabasas park system as part of a maintenance plan outlined in the 2023/2024 and 2024/2025 Capital Improvement Project budgets. The replacements were prioritized based on age and necessity.

DISCUSSION/ANALYSIS:

The objective of the Department is to replace the play structures with innovative, inclusive, and progressive designs, thus maintaining Calabasas's commitment to cutting-edge inclusivity and design.

On March 13, 2024, a Request for Proposal was issued to solicit designs (up to two each) from potential bidders. Depending on the park, the proposals included play structures, specific elements, and surfacing options such as engineered wood fiber or pour-in-place rubberized surfacing. One vendor is to be selected to complete all park replacements.

Juan Bautista De Anza Park: \$350,000 budget – to be completed by October 2024

- Shade sails will remain
- Two play structures for ages 2-5 and 5-12
- Swing set
- Pour-in-place surfacing

Creekside Park: \$185,000 budget – to be completed by September 2024

- One play structure for ages 2-12
- Pour-in-place surfacing

Highlands Park: \$150,000 budget – to be completed by August 2024

- One play structure for ages 2-12
- Engineered Wood Fiber surfacing

On March 28, 2024, the City received five responsive bids, all within the total budget of \$685,000:

VENDOR	BID TOTAL (\$685,000 BUDGET)
Game Time/Great Western Recreation – OPTION 1	\$636,023.88
Game Time/Great Western Recreation – OPTION 2	\$635,871.70
Pacific Play Systems, Inc.	\$669,854
Play and Park Structures – OPTION 1	\$685,000
Play and Park Structures – OPTION 2	\$683,000
Park Associates, Inc. DBA Park Planet – OPTION 1	\$644,062.59
Park Associates, Inc. DBA Park Planet – OPTION 2	\$613,034.05
Park Associates, Inc. DBA Park Planet with PRE recommendations	\$628,527.48
Miracle Playground – OPTION 1	\$642,195.63
Miracle Playground – OPTION 2	\$620,411.43

During the Parks, Recreation, and Education Commission meeting on April 8, 2024, the Commission (PRE) recommended Option 2 proposed by Park Associates, Inc. operating as Park Planet, citing its inventive play features. Additionally, the Commission suggested integrating more inclusive elements, such as inclusive swings, and making slight adjustments to some of the color schemes and activity panels in the design. The staff collaborated with the proposed vendor to integrate the recommendations provided by the PRE. These recommendations are reflected in

the designs and costs included in this staff report and presentation. Additionally, Park Planet was the lowest bidder.

The replacement of the playgrounds will occur sequentially to minimize the closure of play areas during the summer.

FISCAL IMPACT/SOURCE OF FUNDING:

The funding for the projects comes from the Capital Improvement Projects budget for FY 23-24 and FY 24-25, totaling \$630,000 in American Rescue Plan Act funds. Additionally, there is \$55,000 allocated from the Santa Monica Mountains Resource Conservation District Fire Prevention grant, specifically designated for the pour-in-place surfacing at Creekside Park.

REQUESTED ACTION:

That the City Council authorize and award a contract to Park Associates, Inc. DBA Park Planet recommended by the Parks, Recreation and Education Commission for the Juan Bautista De Anza, Creekside, and Highlands Park play structures replacement in the amount of \$628,527.48 (includes contingency).

ATTACHMENTS:

- A: Park Associates, Inc. DBA Park Planet Design Presentation
- B: Park Associates, Inc. DBA Park Planet Professional Services Agreement



CITY of CALABASAS

PLAYGROUND REPLACEMENT CONTRACT AWARD

COMMUNITY SERVICES
DEPARTMENT





**PLAYGROUND REPLACEMENT
CAPITAL IMPROVEMENT
PROGRAM
ARPA FUNDS**

PLAYGROUND REPLACEMENTS

JUAN BAUTISTA
DE ANZA PARK
\$350,000
Completion by October
2024

2-5 YEAR OLD
5-12 YEAR OLD
SWING SET
PIP SURFACE

CREEKSIDE
PARK
\$185,000
Completion by
September 2024

2-12 YEAR OLD
PIP SURFACE
(GRANT)

HIGHLANDS
PARK
\$150,000
Completion by August
2024

2-12 YEAR OLD
EWF SURFACE

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL

POSTED MARCH 13, 2024
EACH VENDOR • UP TO 2 DESIGNS

PROPOSALS

DUE MARCH 28, 2024
\$685,000 BUDGET

FIVE PROPOSALS

Game Time/Great Western Recreation
Pacific Play Systems, Inc.
Play and Park Structures
Park Associates Inc. DBA Park Planet
Miracle Playground

PARKS, RECREATION AND EDUCATION COMMISSION MEETING

VENDOR AND DESIGN OPTIONS WERE PRESENTED AT THE
APRIL 8 PRE MEETING FOR RECOMMENDATION TO THE CITY
COUNCIL

RECOMMENDATION

PARK ASSOCIATES, INC DBA PARK PLANET
OPTION 2 WITH MODIFICATIONS

JUAN BAUTISTA DEANZA PARK EXISTING STRUCTURES



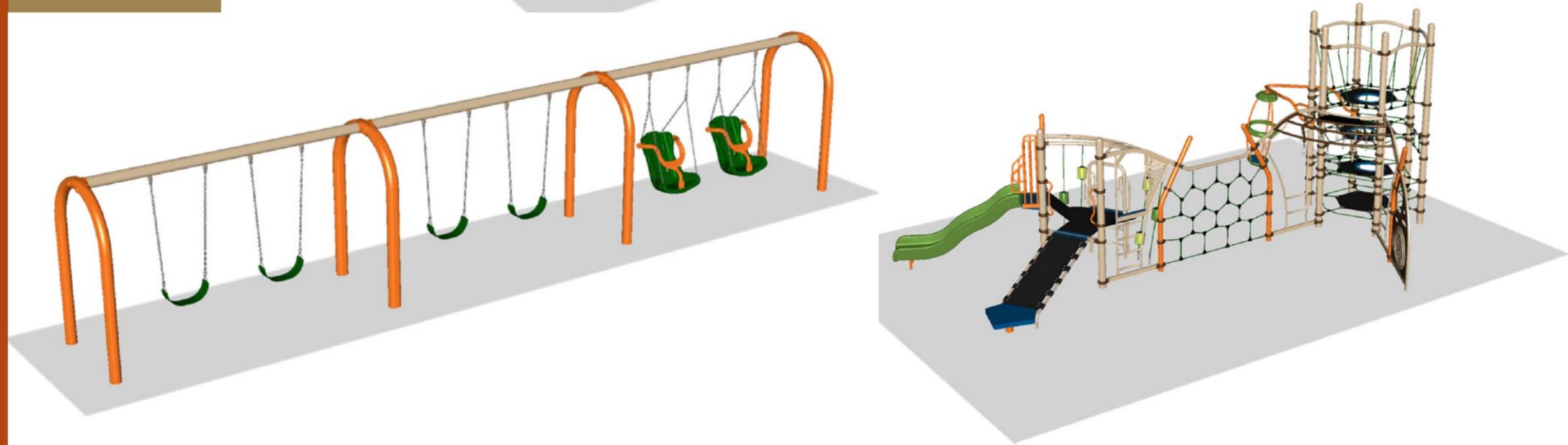
REPLACEMENT
2-5 YEAR OLD STRUCTURE
5-12 YEAR OLD STRUCTURE
SWING SET
POUR-IN-PLACE SURFACE

JUAN BAUTISTA DE ANZA PARK PROPOSED DESIGN

5 – 12 YEAR OLD STRUCTURE

UPDATED
INCLUSIVE PANELS
INCLUSIVE SWINGS

COLORS

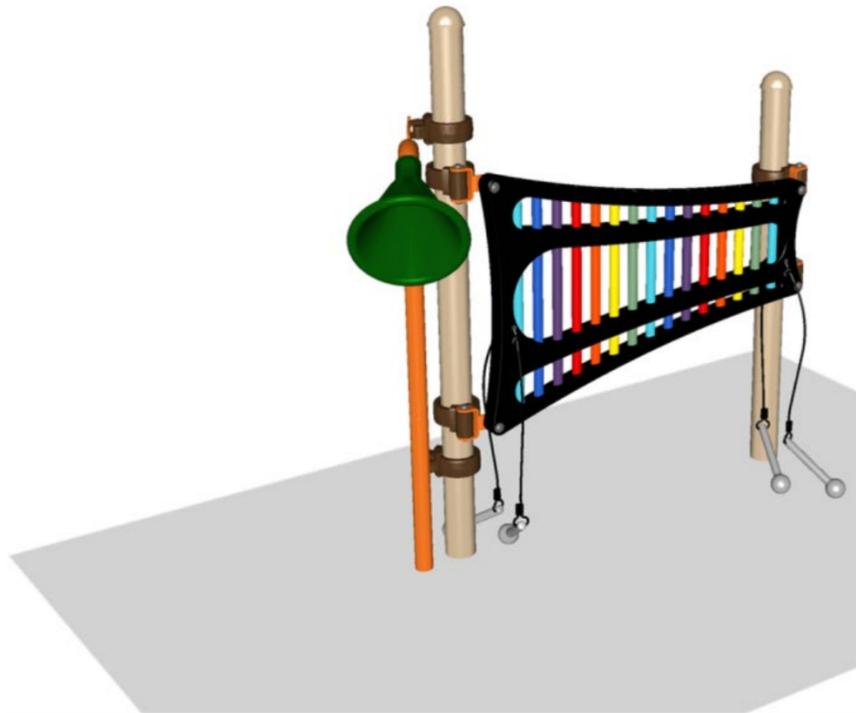
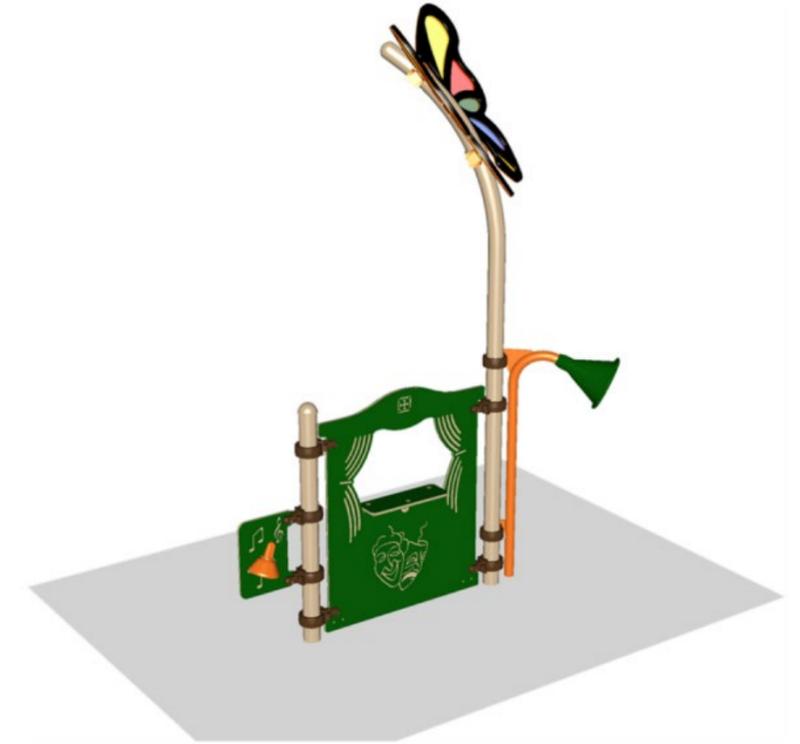


JUAN BAUTISTA DE ANZA PARK PROPOSED DESIGN

2 – 5 YEAR OLD STRUCTURE

UPDATED
INCLUSIVE PANELS AND STAND ALONE
FEATURES

COLORS



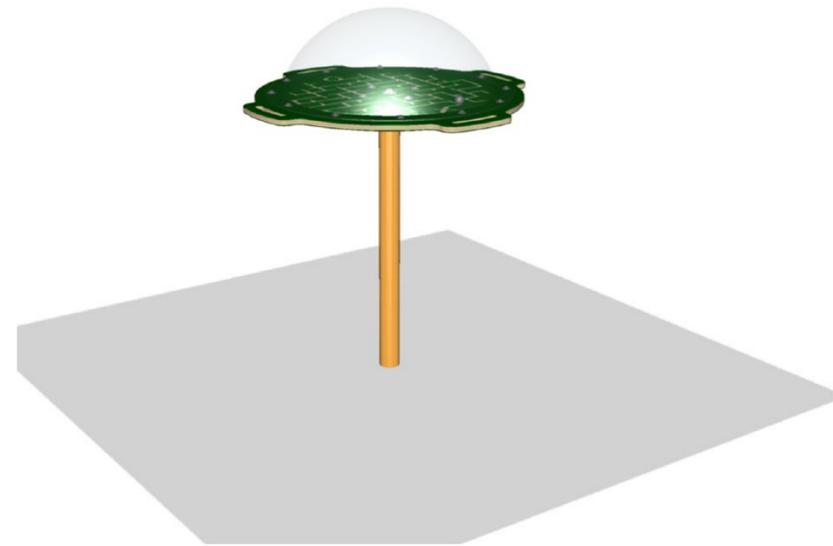
HIGHLANDS PARK EXISTING STRUCTURE



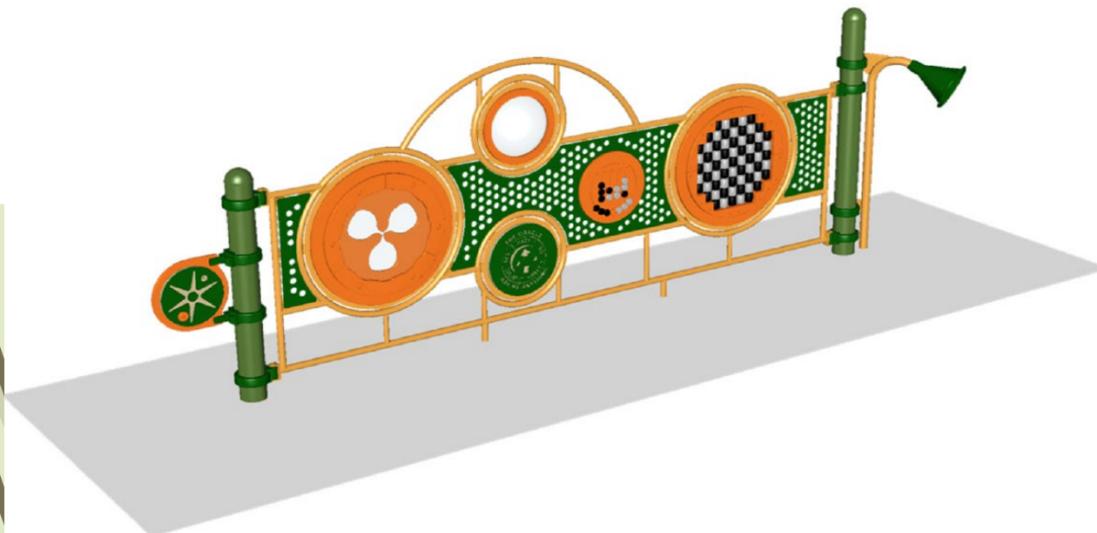
REPLACEMENT
2-5 YEAR OLD STRUCTURE
STAND ALONE PLAY ELEMENTS
ENGINEERED WOOD FIBER
SURFACE

HIGHLANDS PARK PROPOSED DESIGN

2 – 12 YEAR OLD STRUCTURE



UPDATED
INCLUSIVE PANELS
REPLACEMENT OF MUSICAL
ELEMENTS



CREEKSIDE PARK EXISTING STRUCTURE

REPLACEMENT
2-12 YEAR OLD STRUCTURE
POUR-IN-PLACE SURFACE



CREEKSIDE PARK PROPOSED DESIGN

2 – 12 YEAR OLD STRUCTURE



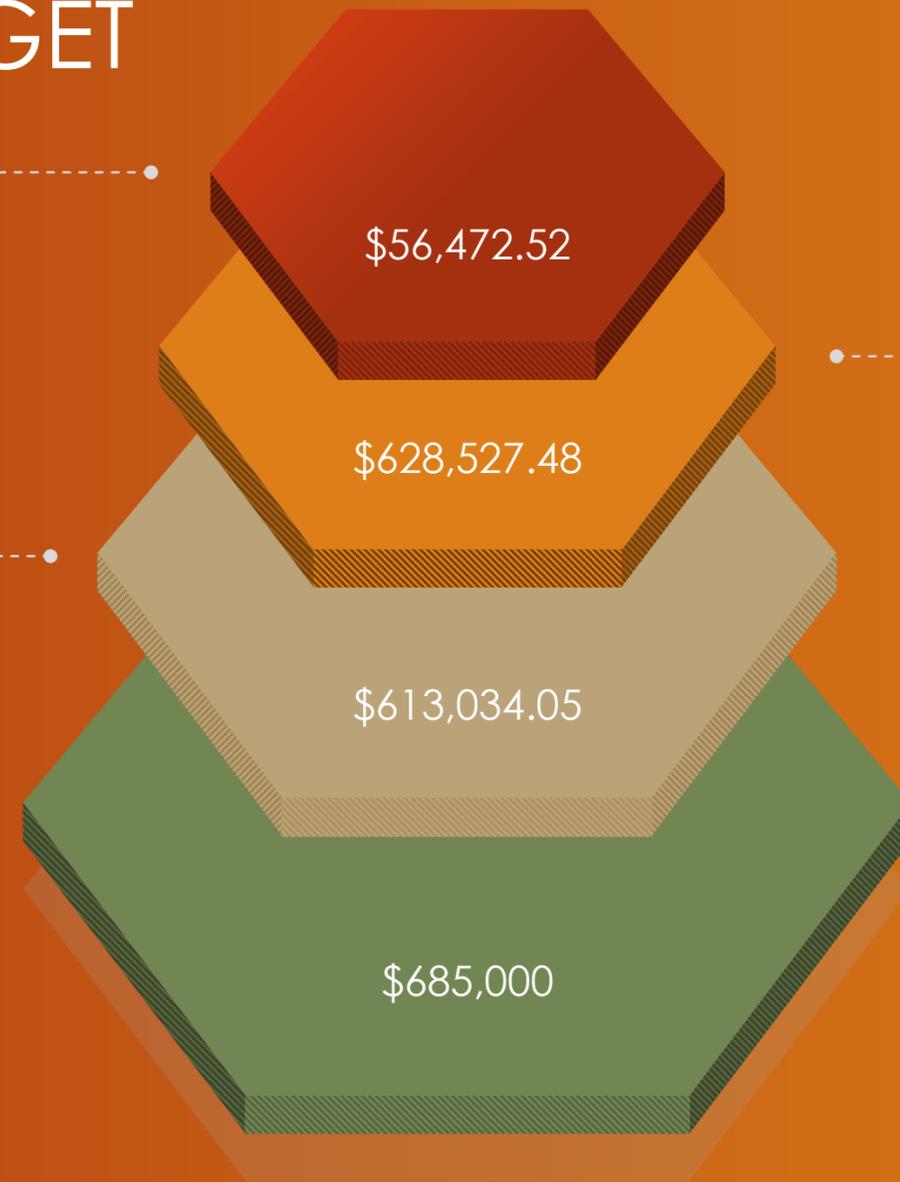
BUDGET AND COSTS

BELOW BUDGET

SAVINGS ←

OPTION 2

BID SUBMITTAL ←



OPTION 2 WITH UPDATES

OPTION 2 WITH PRE RECOMMENDATIONS

BUDGET

ARPA FUNDING \$630,000
GRANT FUNDING \$55,000

Includes Contingency



THANK YOU
QUESTIONS?

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Park Associates, Inc. DBA Park Planet
City Department in charge of Contract:	Community Services
Contact Person for City Department:	Erica Green
Period of Performance for Contract:	April 25, 2024 – April 25, 2025
Not to Exceed Amount of Contract:	\$628,527.48 (includes contingency)
Scope of Work for Contract:	Play structure and surfacing replacement at Juan Bautista De Anza, Creekside, and Highlands Parks

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

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

(City of Calabasas /Park Associates, Inc. DBA Park Planet)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas a California Municipal Agency (“City”), and Park Associates, Inc. DBA Park Planet, a California Corporation (“Contractor”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Contractor: **Play structure and surfacing replacements at Juan Bautista De Anza, Creekside and Highlands Parks.**
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s March 28, 2024 bid to City, attached hereto as Exhibit A, and as further specified in the Proposal Dated April 16, 2024, including all project specifications and requirements, and all referenced documents, stated therein, attached hereto as Exhibit B. All of the provisions of the Scope of Services are made a part hereof as though fully set forth herein.
- 3.2 “Commencement Date”: April 25, 2024
- 3.3 “Expiration Date”: April 25, 2025

4. TERM

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

5. CONTRACTOR’S SERVICES

Initials: (City) _____ (Contractor) _____

- 5.1 Contractor shall perform the services identified in the Scope of Services, as further specified in the Freedom Park Proposal Dated 10.18.23, including all project specifications stated therein. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of **Six Hundred Twenty-Eight Thousand Five Hundred and Twenty-Seven Dollars and Forty-Eight Cents (\$628,527.48)** unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Walker Dodero** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature,

different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- 5.6 The Contractor shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided in the Agreement but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 5.7 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

6. COMPENSATION

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Scope of Services. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond Contractor's reasonable control that occurs before City accepts the work as complete.
- 6.2 Contractor expressly agrees that it shall look solely to City for payment under this Agreement.
- 6.3 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize

the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

Initials: (City) _____ (Contractor) _____

Page 5 of 28

v. 7.0 (Last Update: 05/04/22)

termination or expiration of this Agreement.

10. INDEMNIFICATION

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

Initials: (City) _____ (Contractor) _____

Page 6 of 28

v. 7.0 (Last Update: 05/04/22)

subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. INSURANCE

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) combined single limit each accident.

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.

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

- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard

to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

Initials: (City) _____ (Contractor) _____

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Attn: Erica Green
Telephone: (818) 224-1654
Egreen@cityofcalabasas.com

If to Contractor:

Park Associates Inc.DBA ParkPlanet
Dena Carter
415 Elm Street
Red Bluff, Ca 96080
877-473-7619
walker@parkplanet.com

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days’ written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days’ written notice to City. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full

Initials: (City) _____ (Contractor) _____

performance of the services required by this Agreement.

18. GENERAL PROVISIONS

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

- 18.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

- 18.10. This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11. This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.
- 18.12. Pursuant to § 9550 of the California Civil Code, a payment bond is required to be submitted for all projects estimated in excess of \$25,000
- 18.13. Contractor shall execute a performance bond for the total amount of the Agreement as specified in the format attached to this Agreement.

19. PREVAILING WAGES

19.1 City and Contractor acknowledge that this Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this Agreement is included in the price for all contract items of work involved. This Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Contractor shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$200.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which

each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

19.1.2 Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

19.1.5 Notwithstanding anything to the contrary, Contractor shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.”

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

19.2.1 Contractor shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry,

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

- 19.3 This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

20. Dispute Resolution

- 20.1 All disputes arising out of this Agreement are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.
- 20.2 Any court action arising out of this Agreement shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this Agreement shall be heard in the County of Los Angeles.
- 20.3 AGENCY shall have full City to compromise or otherwise settle any claim relating to this Agreement or any part hereof at any time. City shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.
- 20.4 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set

forth herein.

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

“City”
City of Calabasas

“Contractor”
Park Associates, Inc DBA Park Planet

By: _____
Alicia Weintraub, Mayor

By: _____
Dena Carter, CEO

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

By: _____
Cynthia Cooper, CFO

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Calabasas City Attorney

Date: _____

EXHIBIT A
PAYMENT SCHEDULE

See estimate attached.



Park Planet
 a Division of Park Associates, Inc.
 415 Elm Street
 Red Bluff CA 96080

Quote# Q24-2221
 Play Equipment Design Calabasas

Bill To:

City of Calabasas
 100 Civic Center Way
 Calabasas CA 91302
 United States

Quote Date: 04/16/2024
Quote Expires: 07/15/2024

Terms: Net 30dys / Install

Quote Total: \$628,527.48

Contact Name	Contact Phone	Contact Email	Sales Rep	Sales Rep Email
Erica Green		egreen@cityofcalabasas.com	Walker Dodero	walker@parkplanet.com

Description	Vendor	Qty	Rate	Amount
Creekside Park Option 2				
PR-R5 Custom Round 5 Steel Play System..SN: R35D1E92A Child Capacity 102 Max Fall Height 72"	Playcraft Systems, Inc	1	\$79,942.00	\$79,942.00
TREE-SM Tenor Tree - (With Surface Mount Kit)	Freenotes Harmony Park	1	\$6,269.00	\$6,269.00
BFLY-O-SM Orange Butterfly - (With Surface Mount Kit)	Freenotes Harmony Park	1	\$1,309.00	\$1,309.00
FWR-O-SM Orange Flower - (With Surface Mount Kit)	Freenotes Harmony Park	1	\$1,379.00	\$1,379.00
A2-2478 PC 2478 Spin Max Pod	Playcraft Systems, Inc	1	\$4,711.00	\$4,711.00
A2-2475 PC 2475 Stand-n-Spin	Playcraft Systems, Inc	1	\$2,040.00	\$2,040.00
A2-1307 2-12 Age Appropriate Sign (Roto)	Playcraft Systems, Inc	1	\$501.00	\$501.00
Park Planet Discount Park Planet Discount	Park Associates dba PARK PLANET	1	(\$9,615.10)	(\$9,615.10)
Playcraft Freight Playcraft Freight **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	Playcraft Systems, Inc	1	\$3,214.00	\$3,214.00



Park Planet
 a Division of Park Associates, Inc.
 415 Elm Street
 Red Bluff CA 96080

Quote# Q24-2221
 Play Equipment Design Calabasas

Description	Vendor	Qty	Rate	Amount
Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Wage Rate: Prevailing Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.				
Install - CA Provide & install 2118 SF of 2.5" UNIFORM thickness SpectraPour safety surfacing. 2.5" UNIFORM thickness is rated for a max. fall height of 6'-0"	Park Associates dba PARK PLANET	1	\$37,330.00	\$37,330.00
Install - CA Installation of 2-12 Play Area Removal of Existing Shade Structure, Existing Equipment, and EWF Offsite Disposal of Spoils Temporary Fencing Offload at Site **Surfacing Heaped over 12" of excavation is required. 9.5" of compacted base rock to get the box 2.5" below the curb.	Park Associates dba PARK PLANET	1	\$63,943.00	\$63,943.00
Highlands Park Option 2				
PR-R35 R35 Custom Play System - R3529828A	Playcraft Systems, Inc	1	\$33,636.00	\$33,636.00
PR-R35 R35 Custom Play System - R35B358EA	Playcraft Systems, Inc	1	\$17,168.00	\$17,168.00
PR-R5 R5 Custom Play System - R50CEF11A	Playcraft Systems, Inc	1	\$8,637.00	\$8,637.00
A2-1600 PC 1600 Tilt Maze Game	Playcraft Systems, Inc	1	\$1,520.00	\$1,520.00
A2-1307 2-12 Age Appropriate Sign (Roto)	Playcraft Systems, Inc	1	\$438.00	\$438.00
Park Planet Discount Park Planet Discount	Park Associates dba PARK PLANET	1	(\$5,944.10)	(\$5,944.10)
Playcraft Freight Playcraft Freight **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	Playcraft Systems, Inc	1	\$2,353.00	\$2,353.00



Park Planet
 a Division of Park Associates, Inc.
 415 Elm Street
 Red Bluff CA 96080

Quote# Q24-2221
 Play Equipment Design Calabasas

Description	Vendor	Qty	Rate	Amount
Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Wage Rate: Prevailing Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.				
Install - CA 55 cubic yards of Engineered Wood Fiber for a 1,016 sq ft area.	Park Associates dba PARK PLANET	1	\$6,521.00	\$6,521.00
Install - CA Installation of 2-12 structure Demo of existing structure, Concrete Ramp/Tiles, and EWF Offsite Disposal of Spoils Temporary Fencing Cost to spread spread 1016 sq ft of new wood fiber	Park Associates dba PARK PLANET	1	\$37,947.00	\$37,947.00
Juan Bautista De Anza Option 2				
PR-R5 R5 Custom Play System - NF5531F8A	Playcraft Systems, Inc	1	\$50,517.00	\$50,517.00
A2-2120-7 7ft Arch Swing Bay (2 Seat)	Playcraft Systems, Inc	1	\$4,031.00	\$4,031.00
A2-313010 Belt Seat	Playcraft Systems, Inc	4	\$181.00	\$724.00
A2-2120-7-AB 7ft Arch Swing Bay (2 Seat) AB	Playcraft Systems, Inc	2	\$2,540.00	\$5,080.00
A2-131410 Inclusive Seat	Playcraft Systems, Inc	2	\$1,103.00	\$2,206.00
PR-R5 R5 Custom Play System - R50A8434A	Playcraft Systems, Inc	1	\$23,433.00	\$23,433.00
PR-R35 R35 Custom Play System - R35DBC06A	Playcraft Systems, Inc	1	\$5,178.00	\$5,178.00
PR-R35 R35 Custom Play System - R352128EA	Playcraft Systems, Inc	1	\$4,357.00	\$4,357.00
A2-1306 5-12 Age Appropriate Sign (Roto)	Playcraft Systems, Inc	1	\$501.00	\$501.00
A2-1305 2-5 Age Appropriate Sign (Roto)	Playcraft Systems, Inc	1	\$501.00	\$501.00
Park Planet Discount Park Planet Discount	Park Associates dba PARK PLANET	1	(\$8,348.50)	(\$8,348.50)



Park Planet
 a Division of Park Associates, Inc.
 415 Elm Street
 Red Bluff CA 96080

Quote# Q24-2221
 Play Equipment Design Calabasas

Description	Vendor	Qty	Rate	Amount
Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Wage Rate: Prevailing Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.				
Install - CA Provide & install 5108 SF of SpectraPour safety surfacing. 2-5 Area: 981 SF @ 2" UNIFORM thickness; rated for a max. fall height of 5'-0" 5-12 Area: 2420 SF @ 3" UNIFORM thickness; rated for a max. fall height of 7'-0" Swing Area: 1707 SF @ 3.5" UNIFORM thickness; rated for a max. fall height of 8'-0"	Park Associates dba PARK PLANET	1	\$91,818.00	\$91,818.00
Install - CA Instillation of multiple structures. Demo of existing structures, Swing set, footings, and PIP surfacing. Offsite Disposal of Soils. Temporary Fencing. Offloading of equipment at site	Park Associates dba PARK PLANET	1	\$94,225.00	\$94,225.00
CONT 5% Contingency Fee for any unforeseen site complications. Only to be used with city approval. If any portion of the contingency goes unused, it will be removed from the final invoice	Park Associates dba PARK PLANET	1	\$28,376.00	\$28,376.00
BOND Payment & Performance Bond - *Subject to surety approval	Park Associates dba PARK PLANET	1	\$10,764.00	\$10,764.00

EXCLUSIONS

- Location/Marking of utility, plumbing and irrigation lines
- Dumpster for trash and packaging materials
- Storage of Equipment
- Site preparation not specifically stated
- Drainage Consideration
- Inspections, material testing, or applicable permits and fees
- Removal of obstacles in access route
- Landscape/Hardscape repair based on access route
- Cleaning of structure(s) is excluded unless otherwise stated

By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: additional mobilizations due to delays or layout conflicts, conditions unforeseen and/or not disclosed at time of estimate, repairing unmarked underground utilities and pipes. Site Conditions Prior to Installation: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.



Park Planet
 a Division of Park Associates, Inc.
 415 Elm Street
 Red Bluff CA 96080

Quote# Q24-2221

Play Equipment Design Calabasas

Subtotal	\$606,661.30
Tax Total (%)	\$21,866.18
Total	\$628,527.48

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following page.



Park Planet
a Division of Park Associates, Inc.
415 Elm Street
Red Bluff CA 96080

Quote# Q24-2221
Play Equipment Design Calabasas

TERMS & CONDITIONS

1. General Notes Assembly, Installation and Offloading NOT included unless otherwise noted.
Payment and Performance bonds, Builder's Risk and special insurance NOT included unless stated and quoted.
Customer responsible for quantities and model numbers. Revised quote needed if quantities revised.
2. Payment / Ordering Credit terms specific to each customer. See terms in upper right corner of Park Planet quotes..
Purchase orders or purchase contracts are needed to order. If none available, a signed Park Planet quote may be used in lieu of a formal PO.
All past due accounts subject to 1 ½ % monthly finance charge. In the event legal action is required to effect collection, venue shall be Red Bluff, CA.
3. Shipping / Unloading Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included unless quoted. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload.
IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.
4. Engineered Wood Fiber
Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.
5. General Notes for Purchased Installation
Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal.
Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal.
ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by the installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc.
Customers responsibility to provide locations of any utilities prior to commencement of work.
Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
6. Temporary Fencing
Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.
7. ADA Access
Play Equipment MUST be installed over an impact absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.
8. Poured in Place Rubber Surfacing
Rubber Surfacing cannot be installed during extreme weather conditions and may not be installed if rain or frost is forecasted during 48-72 hr. cure time. 24 Hour Manned Security is NOT included in Park Planet quotes.
9. Shade Shelters (non DSA)
Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.
10. Shade Shelters (DSA)
Fabrication cannot begin until AFTER DSA approval by your architect
DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.
School District / Architect responsible for submission of plans to DSA for DSA approval
Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.
11. Prevailing Wages – assumed and quoted unless specifically excluded due to private works.
Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.
12. Indemnity Provision
Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

EXHIBIT B SCOPE OF WORK

See proposal attached.



Park Planet

PARK PLANET HISTORY AND REFERENCES

Bid Items 1a, 1b, 1c, 2, and 3

415 Elm St.
Red Bluff CA 96080

www.parkplanet.com

O: 877-743-7619
F: 530.246.0518



Park Planet

Company Background, Sales Plans & Financial Strength

Park Associates Inc. dba Park Planet
EIN# 72-1545106

Our Company's legal name is, Park Associates Inc., doing business as Park Planet. We are a California S-Corp operating in California under the legal fictitious business name of "Park Planet". Park Planet is a regional distributor/dealer of outdoor recreation equipment, including playgrounds and fitness equipment for public schools, cities and public works projects. We have a CA contractor's license (#959805) which allows us to provide site preparation, demolition and installation services as a "turn-key" solution for all of our customers.

Park Planet is 100% woman owned and has been since our inception. Our Hands-On founders and owners, Dena Carter and Cindy Cooper, work in the business on a daily basis.

In addition to the owners, Park Planet has 12 additional full time employees servicing our customers throughout California.

FINANCIAL STRENGTH

Park Associates Inc. has been in business for 24 years and expanded our territory and broadened our product line throughout the years.

Park Planet is a debt-free Company. We have no business loans and the two owners of the Company own the building in which we operate. We carry more insurance than most of our competitors as evidenced by the attached Sample Certificate of Insurance. Park Planet has the ability to BOND larger construction contracts which allows us to offer turn key installation solutions.

Our Financial strength is evidenced by a recent \$7.7 million project completed for Yuba City Unified School District where we included demo, supply and install playgrounds and surfacing for 28 play areas.

We were able to carry and complete this large Yuba City project while completing hundreds of other projects in the same year.



Park Planet

Cindy Cooper, Attorney & CEO

Cindy Cooper is a licensed California attorney and has managed the Company's daily operations since 2000. Her legal background contributed to building a financially strong company that has grown into an industry-leading supplier of outdoor recreation equipment.

Cindy oversees all operations, including managing the thirteen full-time employees. Construction contracts and management are some of her primary responsibilities to ensure successful project completion. Cindy holds the California Contractor's license for the Company, which allows us to bid as a prime contractor for supply and installation.

Dena Carter, President

In 1999, Dena founded Park Planet (Originally named "North State Playgrounds," the name was shortened to NSP3 on 12-1-07, then changed to "Park Planet" on 6-1-2019). Before joining the park recreation industry, Dena was a Risk Management Specialist for five years for a large California insurance administrator.

Dena worked with California school districts to eliminate risks and injuries on school grounds. Dena's experience in safety and ADA compliance has been a proven asset when designing parks and play areas. Currently, Dena specializes in the creative planning of play places, emphasizing safety and unique fun.

Walker Doderio, Sales Territory Manager

Walker Doderio is the Southern California territory sales manager for Park Planet. He will be the main point of contact on this project and will see the project through from initial design to final walk-through. Walker brings a unique blend of academic and athletic achievements to his role with Park Planet. A former collegiate baseball player, Walker knows the value of teamwork, discipline, and perseverance. While playing baseball, he also pursued his passion for business and earned his MBA from Salem University. With a strong work ethic and a competitive spirit, Walker is dedicated to exceeding customer expectations during and after a project.



Park Planet

Park Planet Reference Projects

1. **City of Lathrop - Todd Sebastian - (209) 941-7370 - tsebastian@ci.lathrop.ca.us**
Sangalang Park - Provided Playcraft Equipment
Stanford Crossing - Provided ICON Shade Shelters and Playcraft Equipment
2. **Redding School District - Tawny Cowell - (530) 225-0011 - tcowell@rsdnmp.org**
District-Wide Playground Replacement - Provide Playcraft Equipment, Install, and Surfacing
3. **City of Sacramento - Tin-Wah Wong - (916) 808-5540 - twong@cityofsacramento.org**
Old Town Plaza - Provided ICON Shelter Systems
Mangan Park - Provided Playcraft Equipment
Meadows Park - Provided Playcraft Equipment

Park Planet Similar Projects within the Last Three Years

1. **Yuba City District Wide Playground Replacement Project:**
PO Amount: \$7,768,141
Yuba City Unified School District
District Contact: Mark Button MButton@ycusd.org
2. **Merced Mini Parks Project - 3 Park Playground Replacement Project**
PO Amount: \$343,071
City of Merced
City Contact: Ken Elwin ElwinK@cityofmerced.org
3. **Chrysler Elementary Playground Replacements (Headstart, Kinder, Primary & Intermediate)**
PO Amount: \$983,749
Stanislaus Union School District
City Contact: Jason Gales JGales@stancoe.org



Park Planet

Park Planet Information Sheet

Park Associates Inc. DBA Park Planet

Legal Entity Type: Corporation

Contractor's License #: 959805

Contractor's License Type: C61 / D34 - Prefabricated Equipment

Contractor's License Expiration Date: 04/30/2025

DIR Registration #: PW-LR-1000423561

DIR Registration Expiration Date: 06/30/2025

Small Business for Public Works Certification #: 1754263

SB-PW Certification Expiration Date: 09/30/2024



Park Planet

LIST OF SUB-CONTRACTORS

Bid Item 1e



Park Planet

Park Planet's Sub-Contractors

Western State Builders Inc.:

Contractor's License #:

Contractor's License Type:

Playground Installer

1069677

A - General Engineering
B - General Building

C61 / D34 - Prefabricated Equipment

SpectraTurf:

Contractor's License #:

Contractor's License Type:

PIP Rubber Installer

854429

C61 / D12 - Synthetic Products
C61 / D34 - Prefabricated Equipment

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

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

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Initials: (City) _____ (Contractor) _____

**PAYMENT BOND
CITY OF CALABASAS
Freedom Park Playground Replacement**

WHEREAS, the City of Calabasas, as City has awarded to Progressive Design Playgrounds DBA PD Play, as Contractor, a contract for the above-stated project;

AND WHEREAS, Contractor is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto City in the sum of **One Hundred and Seventy-Five Thousand (\$175,000) Dollars**, which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the plaintiffs and City in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect Surety's obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies City may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR* **CONTRACTOR's Signer's Name, Title** _____
 CONTRACTOR's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

Surety* **Surety Signer's Name / Title** _____
 Surety's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

Initials: (City) _____ (Contractor) _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

Initials: (City) _____ (Contractor) _____

**FAITHFUL PERFORMANCE BOND
CITY OF CALABASAS
Freedom Park Playground Replacement**

KNOW ALL PERSONS BY THESE PRESENTS That Progressive Design Playgrounds DBA PD Play, hereinafter referred to as “Contractor” as Principal, and [REDACTED], hereinafter referred to as “Surety”, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the City of Calabasas, hereinafter referred to as the “City” in the sum of

AMOUNT (\$DOLLARS), which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas Contractor has been awarded and is about to enter into a Contract with City to perform all work required pursuant to the contract documents for the project entitled: Freedom Park Playground Replacement which Contract is by this reference incorporated herein, and is required by City to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if Contractor and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either Contractor or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by City and judgment is recovered, said Surety shall pay all costs incurred by City in such suit, including a reasonable attorney’s fee to be fixed by the Court.

(Continued on Next Page)

Initials: (City) _____ (Contractor) _____

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR* **CONTRACTOR's Signer's Name, Title** _____
 CONTRACTOR's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

Surety* **Surety Signer's Name / Title** _____
 Surety's Business Name _____
 Mailing Street Address _____
 City, State, Zip Code _____
 Telephone # _____
 Date: _____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

Initials: (City) _____ (Contractor) _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

Initials: (City) _____ (Contractor) _____

**MAINTENANCE BOND
CITY OF CALABASAS
PROJECT NAME**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as City has awarded to Progressive Design Playgrounds DBA PD Play, as Contractor, a contract for the above-stated project.

AND WHEREAS, Contractor is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto AGENCY in the sum of **One Hundred and Seventy-Five Thousand (\$175,000) Dollars**, which is 100 percent (1000%) of the total contract amount for the above-stated project to be paid to City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if Contractor shall remedy without cost to City any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the City in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the date set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title CONTRACTOR's Business Name Mailing Street Address City, State, Zip Code Telephone # Date:	_____ _____ _____ _____ _____ _____
Surety*	Surety Signer's Name / Title Surety's Business Name Mailing Street Address City, State, Zip Code Telephone # Date:	_____ _____ _____ _____ _____ _____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

Initials: (City) _____ (Contractor) _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

Initials: (City) _____ (Contractor) _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Park Associates Inc		
	2 Business name/disregarded entity name, if different from above Park Planet		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 415 Elm Street		Requester's name and address (optional)
	6 City, state, and ZIP code Red Bluff, CA 96080		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	2		1	5	4	5	1	0	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Cynthia Cooper</i>	Date ▶ 01/01/2024
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterWest Insurance Services LLC License #0B01094 310 Hemsted Dr., Suite 200 Redding CA 96002-0935	CONTACT NAME: Jennifer Lakmann, CISR, CRIS PHONE (A/C. No. Ext): 530-222-1737 E-MAIL ADDRESS: jlakmann@iwins.com	FAX (A/C. No): 530-222-3771
	INSURER(S) AFFORDING COVERAGE	
License#: 0B01094 PARKASS-02	INSURER A: Scottsdale Insurance Co.	NAIC # 41297
INSURED Park Associates, Inc. dba: Park Planet 415 Elm Street Red Bluff CA 96080	INSURER B: Westchester Surplus Lines Ins	10172
	INSURER C: Evanston Insurance Co.	35378
	INSURER D: Oak River Insurance Company	34630
	INSURER E: United Financial Casualty	11770
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1463139499

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPS7872767	10/1/2023	10/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			973920242	10/7/2023	4/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV5EUL105336	10/1/2023	10/1/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	PAWC437921	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Pollution Liability			G2792007A009	10/1/2023	10/1/2024	Each Accident 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D. R. Horton, Inc. Its affiliates and subsidiaries, Additional Insured status applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s).

CERTIFICATE HOLDER**CANCELLATION**

D. R. Horton, Inc. Its affiliates and subsidiaries
 8501 Fallbrook Avenue, Suite 270
 West Hills CA 91304

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".
- However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Blanket as required by written contract and effective during the policy period as stated on the policy declarations.</p>	<p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS. UNITED STATES</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	350.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/2023

Policy No.: PAWC437921

Endorsement No.:

Insured

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by _____



Form 2366 (02/11)M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 15, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT TRUJILLO, ASSISTANT CITY MANAGER
MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR, AICP
SPARKY COHEN, BUILDING OFFICIAL

SUBJECT: CONTINUED DISCUSSION OF FIRE SAFETY AND RESILIENCE CODE STANDARDS

MEETING DATE: APRIL 24, 2023

SUMMARY RECOMMENDATION:

Review the report and provide direction to staff regarding Fire Safety and Resilience Code Standards.

BACKGROUND:

At the request of City Council, the Planning Commission discussed the issue of fire safety as it related to the Building Codes and land development at a public meeting on June 15, 2023. After discussion of the item, the Planning Commission identified the six areas of concern for the City Council to consider. The City Council discussed this item on September 27, 2023, and staff provided the Council with detailed information regarding the California Building Code requirements for fire safety of buildings, LA County Fire Department requirements for fire safety, and home hardening. After taking public comments and discussing the item, the Council requested that staff return with additional information on the following recommendations by the Planning Commission:

- Consider a requirement that new construction provides back-up power. *The Council requested that staff provide a cost comparison between the current California Building Code requirement for solar panels and the addition of battery back-up;*
- Consider prohibiting combustible plant materials within five feet of structures. *The Council requested additional information of state and county requirements for plant materials within five feet of structures.*

DISCUSSION/ANALYSIS:

Consider a requirement that new construction provides back-up power: The 2022 edition of the California Building Code (CBC), which went into effect on January 1, 2023, requires all new construction¹ to include solar PV to offset its annual usage. Furthermore, all single-family homes and multi-family residential structures up to 3-stories are required to be ready for battery back-up, while all non-residential structures² and multi-family residential structure 4-stories or greater are required to provide battery back-up. The following table outlines the minimum CBC requirements.

Structure Type	Solar PV Required	Battery Ready	Battery Required
Single-Family	Yes	Yes	No
Multi-Family ≤ 3-stories	Yes	Yes	No
Multi-Family ≥ 4-stories	Yes	N/A	Yes
Non-Residential	Yes	N/A	Yes

As requested by Council, the following tables include a comparison of the cost difference between meeting the minimum CBC requirements for solar PV and providing battery back-up for single-family homes in Calabasas. Note that a comparison of multi-family residential 4-stories and greater and non-residential structures is not provided because the CBC already requires battery back-up for new construction. Furthermore, the system requirement and associated cost for multi-family 3-stories and less are project specific and not feasible for staff to determine the cost.

In summary, the cost to provide additional battery back-up to the CBC required solar PV system ranges between an **additional** \$14,400 to \$28,800. The battery would supply between 7-18 hours of power back-up for basic household functions such as 110-volt outlets, lights and a refrigerator. In order to provide full power

¹ Some exceptions apply based on the various factors including site shading, roof availability, and minimum size requirements.

² Some exceptions apply based on available space, minimum solar system size and availability of virtual net metering.

back-up for a sustained period of time up to 18 hours, the homeowner would have to install significantly more solar panels to generate enough electric off-set to maintain the batteries at full capacity in the event of a power shut-off. Compared to a CBC required system, this would increase the cost between \$141,100 to \$169,700.

CBC REQUIREMENT				
SFR SIZE	CBC Solar PV Requirement	Battery Back-Up	No. of Back-Up Hours	Total Cost
2,000 SF	2.58 kW PV \$7,500	N/A	N/A	\$7,500
3,800 SF	3.69 kW PV \$10,800	N/A	N/A	\$10,800
50% POWER BACK-UP COMPARISON				
SFR Size	CBC Solar PV Requirement	Battery Back-Up	No. of Back-Up Hours at 50%	Total Cost
2,000 SF	2.58 kW PV \$7,500	(1) 13.5 kWh Battery \$14,400	18 hours	\$21,900
3,800 SF	3.69 kW PV \$10,800	(2) 13.5 kWh Battery \$28,800	7 hours	\$39,600
100% POWER BACK-UP COMPARISON				
SFR Size	100% Solar Off-Set	Battery Back-Up	No. of Back-Up Hours at 100%	Total Cost
2,000 SF	41 kW PV \$119,800	(2) 13.5 kWh Battery \$28,800	18 hours	\$148,600
3,800 SF	47 kW PV \$137,300	(3) 13.5 kWh Battery \$43,200	18 hours	\$180,500

SFR Size	CBC Cost	50% Back-up Cost	100% Back-up Cost	Cost Difference
2,000 SF	\$7,500	\$21,900	\$148,600	\$14,400 (50%) \$141,100 (100%)
3,800 SF	\$10,800	\$39,600	\$180,500	\$28,800 (50%) \$169,700 (100%)

Consider prohibiting combustible plant materials within five feet of structures: The State Fire Marshall has designated the entire City of Calabasas as located in a Very High Fire Hazard Severity Zone (VHFHSZ). The VHFHSZ has a distinctly different set of rules that would apply to development and maintenance of property compared to other fire zone classifications. In addition to more robust fire protection features for homes, the County of Los Angeles Fire Department and the

California Department of Forestry and Fire Protection (COLAFD) have robust new defensible space requirements for the exterior areas of residential properties. In 2019, in response to the onslaught of wildfires in California, Assembly Bill 38 was signed into law which states that the seller of a residential property located in specified zones must submit documentation of compliance with locally adopted defensible space requirements prior to the close of escrow. Because all of Calabasas has been designated a VHFHSZ by Cal Fire, all properties sold within the Calabasas city limits are subject to the requirements of AB 38.

More recently, with the passing of Assembly Bill 3074, all properties in the VHFHSZ require an inspection from COLAFD to confirm compliance. AB 3074 also introduced "Zone Zero" as a five-foot ember resistant zone and mandates that the local fire department shall administer and enforce the provisions of AB 3074 in conjunction with an existing Annual Defensible Space Program. Collectively, these requirements have amended the basic state laws established by AB38 in a much more restrictive manner and those amendments are known as the Residential Defensible Space Program. The Residential Defensible Space Program establishes three different fire protection zones; Zone Zero (zero to five feet from the exterior walls), Zone One (five feet to 30 feet away from the structure), and Zone Two (30 feet to 100 feet away from the structure). The following table summarizes the requirements and allowed planting materials in each zone:

Residential Defensible Space Program for the VHFHSZ		
Zone	Distance from Structures (ft)	Guidelines
Zero	0-5	All efforts shall be made to eliminate any combustible materials including plants, organic mulches, patio furniture etc.
One	5-30	<ul style="list-style-type: none"> • Zone A should be planted with the least density (limited use of large woody plants) and plant selections should consist of small herbaceous or succulent plants less than 2'-3' in height or regularly irrigated and mowed lawns. • It is best not to use woody trees, shrubs, subshrubs, perennials or masses of un-mowed grasses over 12" tall within 10 feet of the structure; especially in front of windows, which are weak points in a structure.

¹ Some exceptions apply based on the various factors including site shading, roof availability, and minimum size requirements.

² Some exceptions apply based on available space, minimum solar system size and availability of virtual net metering.

		<ul style="list-style-type: none"> Occasional accents of woody plants can be used sparingly to soften hard edges of structures if the selections are widely spaced and zone appropriate. Consider locating hardscape features such as walkways, patios, driveways, sport courts etc. so they abut the structure itself. Potted plants can be used to soften walls if necessary.
Two	30-100	<ul style="list-style-type: none"> Zone B can be planted with a slightly higher density than Zone A. However, care should be taken not to create any horizontal or vertical fuel ladders. Screen plantings can be used to hide unsightly views. Hedging can be used provided the species of plant is acceptable and maintenance is performed regularly to minimize any accumulated leaf/twig litter. Zone B is the ideal location to introduce larger shade trees, provided they are zone appropriate and the canopies are not continuous. Avoid planting woody plant species larger than 2' at maturity directly beneath any tree canopy.
Three	100-200	<ul style="list-style-type: none"> May be necessary only if an "extra hazard" has been identified by fuel modification personnel. If Zone C is to be landscaped, avoid creating a landscape that is as dense and hazardous as the unmaintained vegetation. A good rule of thumb is to follow the same guidelines as Zones A and B with a slight increase in density.

As stated above COLAFD is the responsible agency for inspecting and enforcing the Residential Defensible Space Program. On January 10, 2023, the County of Los Angeles Brush Clearance Ordinance Passed. Additionally, the LA County Board of Supervisors approved the Fire Department's annual inspection fee of \$151, which will be assessed annually on individual property tax bills. As stated in the previous staff report, the Residential Defensible Space Program goes hand in hand with home hardening recommendations.

Staff's goal is to make sure the City's website includes a complete list of current resources to assist homeowner's in understanding these regulations as they relate to property maintenance and new construction projects.

In summary, staff recommends that changes to the residential battery back-up or landscape requirements should not be pursued at this time because 1) the additional cost to provide battery back-up is significant; and 2) recently updated state requirements for defensible space is robust and is enforced by the LA County Fire Department.

FISCAL IMPACT/SOURCE OF FUNDING:

No fiscal impacts or City costs are associated with discussion of this issue.

REQUESTED ACTION:

That the City Council review the two remaining Planning Commission's recommendations and provide direction to staff.

ATTACHMENTS:

- Attachment A: CAL Fire Defensible Space Information
- Attachment B: Staff PowerPoint Presentation

¹ Some exceptions apply based on the various factors including site shading, roof availability, and minimum size requirements.

² Some exceptions apply based on available space, minimum solar system size and availability of virtual net metering.

Attachment 2 - Defensible Space - CAL FIRE

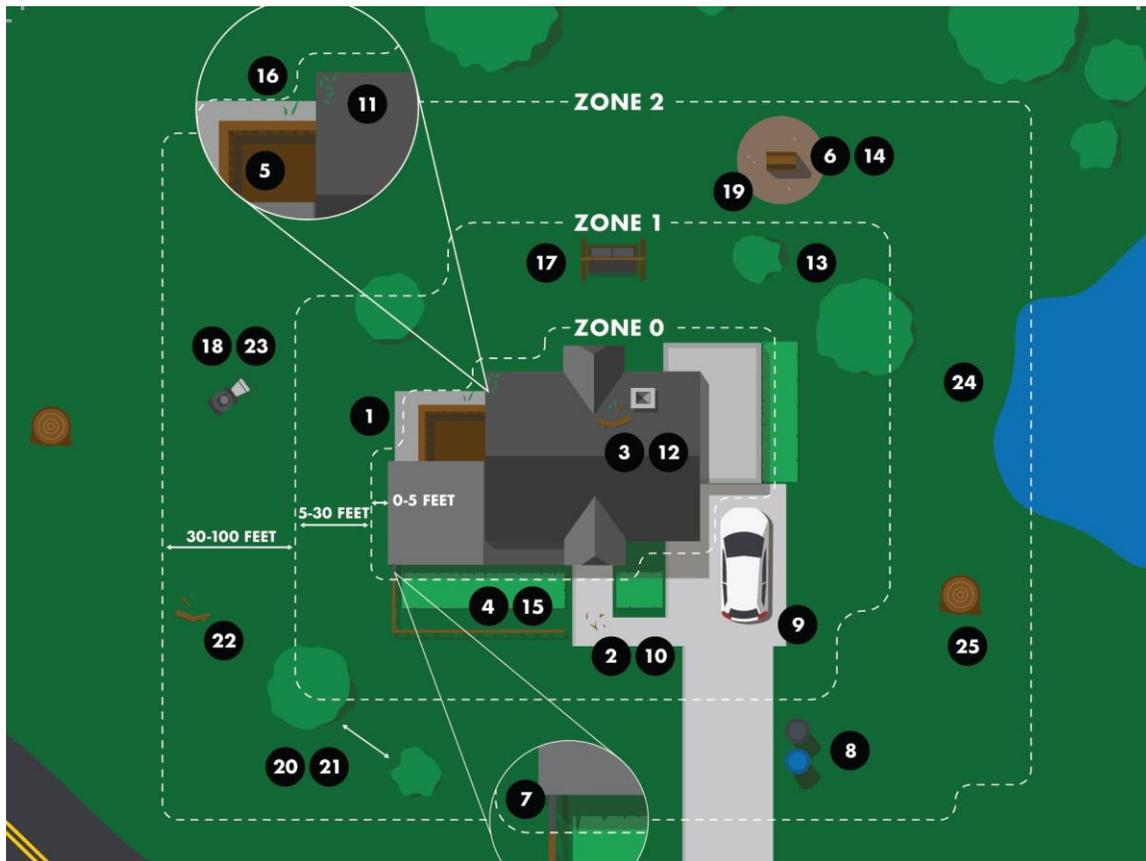
<https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/defensible-space/>

Keep your property lean and green to help protect your family and home.

Defensible space, coupled with home hardening, is essential to improve your home’s chance of surviving a wildfire. Defensible space is the buffer you create between a building on your property and the grass, trees, shrubs, or any wildland area that surround it. This space is needed to slow or stop the spread of wildfire and it helps protect your home from catching fire—either from embers, direct flame contact or radiant heat. Proper defensible space also provides firefighters a safe area to work in, to defend your home.

Defensible Space Zones

Zones 1 and 2 currently make up the 100 feet of defensible space required by law. Assembly Bill 3074, passed into law in 2020, requires a third zone for defensible space. This law requires the Board of Forestry and Fire Protection to develop the regulation for a new ember-resistant zone (Zone 0) within 0 to 5 feet of the home. This regulation is currently in process with the Board of Forestry and Fire Protection. The intensity of wildfire fuel management varies within the 100-foot perimeter of the home, with more intense fuels’ reduction occurring closer to your home. Start at the home and work your way out to 100 feet or to your property line, whichever is closer.



Zone 0 extends from zero to five feet from buildings, structures, decks, etc.

1. Use hardscape like gravel, pavers, concrete, and other noncombustible mulch materials. No combustible bark or mulch.
2. Remove all dead and dying weeds, grass, branches, and vegetative debris. Check your roofs, gutters, decks, porches, stairways, etc.
3. Remove all branches within 10 feet of any chimney or stovepipe outlet.
4. Limit combustible items (outdoor furniture, planters, etc.) on top of decks.
5. Relocate firewood and lumber to Zone 2.
6. Replace combustible fencing, gates, and arbors attached to the home with noncombustible alternatives.
7. Consider relocating garbage and recycling containers outside this zone.
8. Consider relocating boats, RVs, vehicles, and other combustible items outside this zone.

Zone 1 extends five to 30 feet from buildings, decks, and other structures.

9. Remove all dead plants, grass, and weeds (vegetation).
10. Remove dead or dry leaves and pine needles from your yard, roof, and rain gutters.
11. Remove branches that hang over your roof and keep dead branches 10 feet away from your chimney or stovepipe outlet.
12. Trim trees regularly to keep branches a minimum of 10 feet from other trees.
13. Relocate exposed wood piles outside of Zone 1.
14. Remove or prune flammable plants and shrubs near windows.
15. Remove vegetation and items that could catch fire from around and under decks.
16. Create a separation between trees, shrubs, and items that could catch fire, such as patio furniture, wood piles, swing sets, etc.

Zone 2 extends from 30 feet to 100 feet from buildings, structures, decks, etc.

17. Cut or mow annual grasses to a maximum height of four inches.
18. All exposed wood piles must have a minimum of 10 feet clearance around them, down to bare mineral soil, in all directions.
19. Create horizontal space between shrubs and trees. (See diagram on page 9)
20. Create vertical space between grass, shrubs, and trees. (See diagram on page 9)
21. Remove fallen leaves, needles, twigs, bark, cones, and small branches. However, they may be permitted to a depth of three inches.

All zones

22. Mow before 10 a.m., but never when it's windy or excessively dry.
23. Protect water quality. Do not clear vegetation near waterways to bare soil. Vegetation removal can cause soil erosion—especially on steep slopes.
24. Logs or stumps embedded in the soil must be removed in Zone 0. In Zones 1 and 2 they need to be removed or isolated from other vegetation.

Zone 0 – Ember-Resistant Zone

Zone 0 extends 5 feet from buildings, structures, decks, etc.

The ember-resistant zone is currently not required by law, but science has proven it to be the most important of all the defensible space zones. This zone includes the area under and around all attached decks, and requires the most stringent wildfire fuel reduction. The ember-resistant zone is designed to keep fire or embers from igniting materials that can spread the fire to your home. The following provides guidance for this zone, which may change based on the regulation developed by the Board of Forestry and Fire Protection.

- Use hardscape like gravel, pavers, concrete and other noncombustible mulch materials. No combustible bark or mulch
- Remove all dead and dying weeds, grass, plants, shrubs, trees, branches and vegetative debris (leaves, needles, cones, bark, etc.); Check your roofs, gutters, decks, porches, stairways, etc.
- Remove all branches within 10 feet of any chimney or stovepipe outlet
- Limit combustible items (outdoor furniture, planters, etc.) on top of decks
- Relocate firewood and lumber to Zone 2
- Replace combustible fencing, gates, and arbors attach to the home with noncombustible alternatives
- Consider relocating garbage and recycling containers outside this zone
- Consider relocating boats, RVs, vehicles and other combustible items outside this zone

Zone 1 – Lean, Clean and Green Zone

Zone 1 extends 30 feet from buildings, structures, decks, etc. or to your property line, whichever is closer.

- Remove all dead plants, grass and weeds (vegetation).
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- Remove branches that hang over your roof and keep dead branches 10 feet away from your chimney.
- Trim trees regularly to keep branches a minimum of 10 feet from other trees.
- Relocate wood piles to Zone 2.
- Remove or prune flammable plants and shrubs near windows.

- Remove vegetation and items that could catch fire from around and under decks, balconies and stairs.
- Create a separation between trees, shrubs and items that could catch fire, such as patio furniture, wood piles, swing sets, etc.

Zone 2 – Reduce Fuel Zone

Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. or to your property line, whichever is closer.

- Cut or mow annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)
- Remove fallen leaves, needles, twigs, bark, cones, and small branches. However, they may be permitted to a depth of 3 inches.
- All exposed wood piles must have a minimum of 10 feet of clearance, down to bare mineral soil, in all directions.

Zone 1 and 2

- “Outbuildings” and Liquid Propane Gas (LPG) storage tanks shall have 10 feet of clearance to bare mineral soil and no flammable vegetation for an additional 10 feet around their exterior.

Local Ordinance

Many local government agencies have local ordinances for defensible space or weed abatement. These local ordinances will often be more stringent than the State’s minimum requirements listed above (e.g., San Diego County requires 50 feet of clearance in Zone 1). Check with your local fire department or fire protection district for any additional defensible space or weed abatement ordinance requirements.

Plant and Tree Spacing

The spacing between grass, shrubs, and trees is crucial to reduce the spread of wildfires. The spacing needed is determined by the type and size of brush and trees, as well as the slope of the land. For example, a property on a steep slope with larger vegetation requires greater spacing between trees and shrubs than a level property that has small, sparse vegetation.

Vertical Spacing

Remove all tree branches at least 6 feet from the ground.

Allow extra vertical space between shrubs and trees. Lack of vertical space can allow a fire to move from the ground to the brush to the treetops like a ladder. This leads to more intense fire closer to your home.

To determine the proper vertical spacing between shrubs and the lowest branches of trees, use the formula below.

MINIMUM VERTICAL CLEARANCE



Example: A five-foot shrub is growing near a tree. $3 \times 5 = 15$ feet of clearance needed between the top of the shrub and the lowest tree branch.

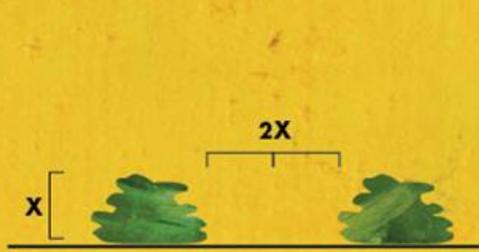
Horizontal Spacing

Horizontal spacing depends on the slope of the land and the height of the shrubs or trees. Check the chart below to determine spacing distance.

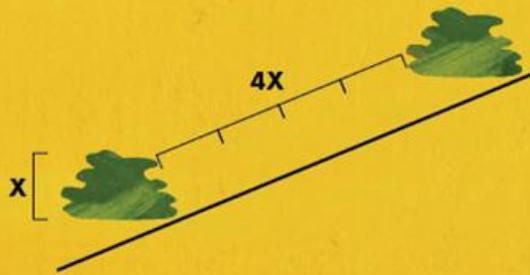
MINIMUM HORIZONTAL CLEARANCE

SHRUBS

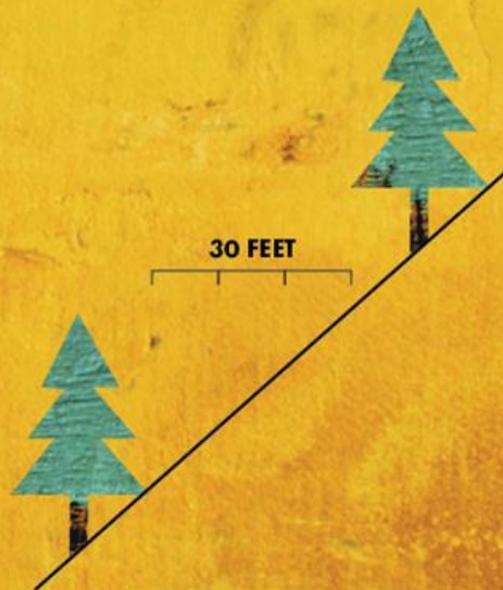
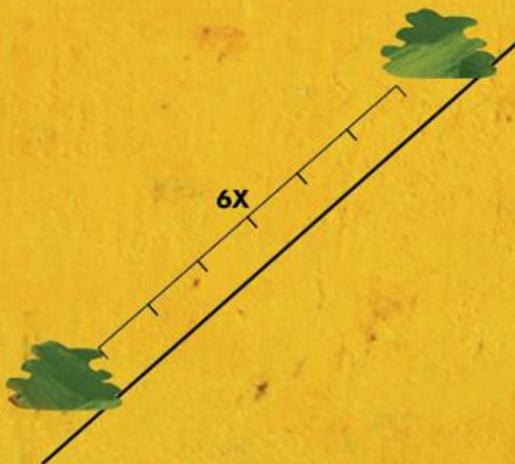
TREES



FLAT TO MILD SLOPE (LESS THAN 20%)



MILD TO MODERATE SLOPE (20%-40%)

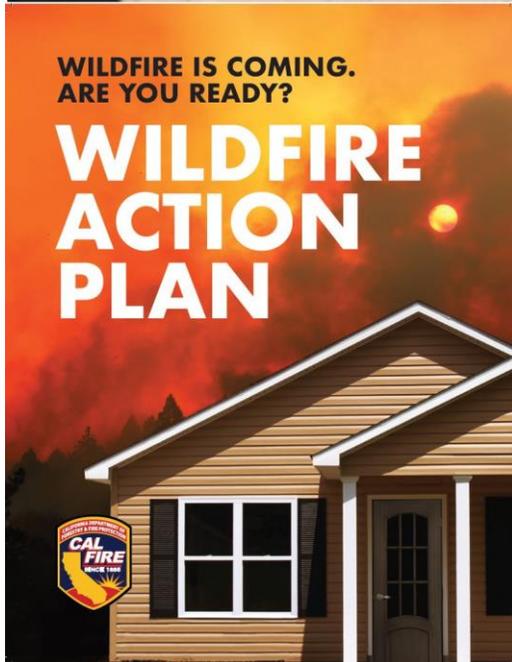


MODERATE TO STEEP SLOPE (GREATER THAN 40%)

Fire Smart Landscaping

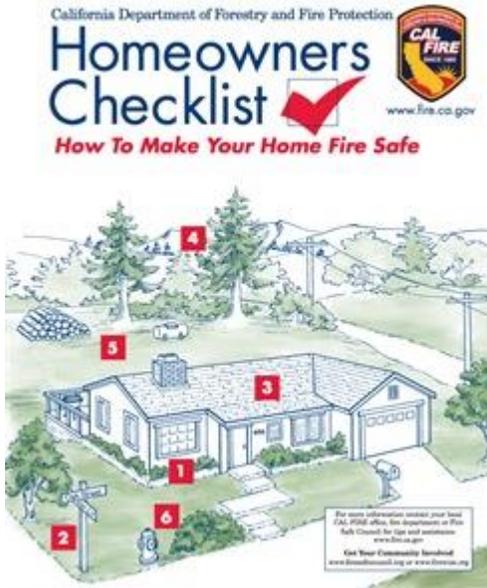
Proper landscaping for wildfire isn't necessarily the same thing as a well-maintained yard. This type of landscaping focuses on plant characteristics, properties and maintenance to resist the spread of fire to your home.

The good news is that you don't need to spend a lot of money to make your landscape wildfire resilient and reduce the risk to your home. Through proper planning and routine maintenance, you can conserve water and create a beautiful landscape.





Download the [Defensible Space flyer](#) for a action checklist.
HOMEOWNER'S CHECKLIST



Download [Homeowner's Checklist](#) to make your home fire-resistant inside and out.
CONNECT WITH US

Fire Safety Code Standards



CITY *of* CALABASAS

April 24, 2024

Background

- June 15, 2023 – Planning Commission
- September 27, 2023 – City Council
- Council requested staff return with the following information:
 - Consider a requirement that new construction provides back-up power. A cost comparison between the current California Building Code requirement for solar panels and the addition of battery back-up;
 - Consider prohibiting combustible plant materials within five feet of structures. Additional information of state and county requirements for plant materials within five feet of structures.



California Building Code (Battery Back-Up)

Structure Type	Solar PV Required	Battery Ready	Battery Required
Single-Family	Yes	Yes	No
Multi-Family \leq 3-stories	Yes	Yes	No
Multi-Family \geq 4-stories	Yes	N/A	Yes
Non-Residential	Yes	N/A	Yes



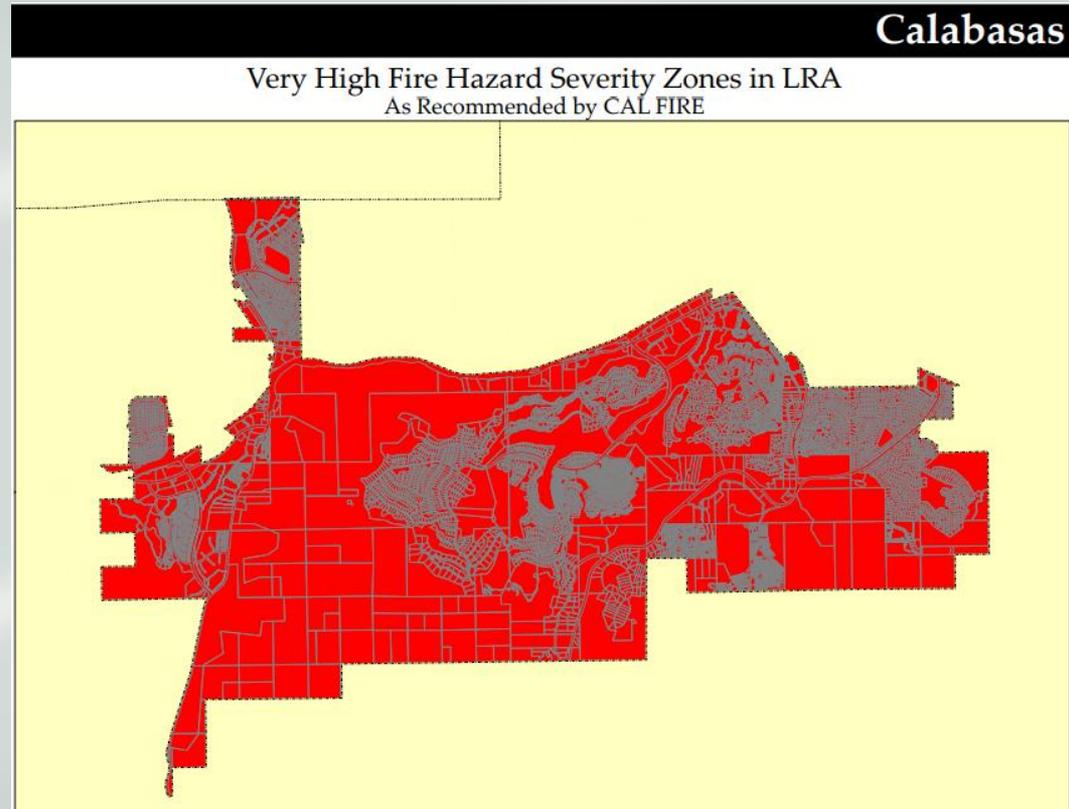
California Building Code (Battery Back-Up)

SFR Size	CBC Cost for Solar	50% Back-up Cost	100% Back-up Cost	Cost Difference
2,000 SF	\$7,500	\$21,900	\$148,600	\$14,400/ \$141,100
3,800 SF	\$10,800	\$39,600	\$180,500	\$28,800/ \$169,700



Fire Hazard Severity Zones

- Established by State Fire Marshall
- All of Calabasas is in the VHFHSZ
- AB 38
 - Seller disclosures
- AB 3074
 - Residential Defensible Space
 - Zone Zero
 - Enforced by LA County Fire
 - Inspection Fee added to property tax bill



Very High Fire Hazard Severity Zone (VHFHSZ)

Zone	Guidelines
Zero	No plant materials
One	Small plants and limited large woody plants
Two	Shade trees okay, avoid horizontal or vertical fuel ladders
Three	May be required, same as zone two but less dense



Recommendation

Staff recommends that changes to the residential battery back-up or landscape requirements should not be pursued at this time because 1) the additional cost to provide battery back-up is significant; and 2) recently updated state requirements for defensible space is robust and is enforced by the LA County Fire Department.





Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
119023	4/10/2024	AMERICAN GLOBAL SECURITY INC	PLHA OUTREACH/ENGAGEMENT	8,427.04	Administrative Services
119023	4/10/2024	AMERICAN GLOBAL SECURITY INC	CITYWIDE SECURITY	8,427.04	Administrative Services
118959	4/3/2024	AMERICAN GLOBAL SECURITY INC	PLHA HOMELESS OUTREACH/ENGAGMT	7,935.28	Administrative Services
118959	4/3/2024	AMERICAN GLOBAL SECURITY INC	CITYWIDE SECURITY	7,935.28	Administrative Services
119063	4/10/2024	MICHAEL BAKER INTERNATIONAL	CDBG RES REHAB CONSULTING	3,821.30	Administrative Services
118998	4/3/2024	MICHAEL BAKER INTERNATIONAL	CDBG RES REHAB CONSULTING	3,112.50	Administrative Services
118999	4/3/2024	MUNICIPAL RESOURCE GROUP, LLC	HR CONSULTING SERVICES	225.00	Administrative Services
119035	4/10/2024	COVERED 6 LLC	SECURITY/PATROL SERVICES	173.55	Administrative Services
118961	4/3/2024	ARAMARK UNIFORMS & CAREER	UNIFORM SERVICES	99.86	Administrative Services
118961	4/3/2024	ARAMARK UNIFORMS & CAREER	UNIFORM SERVICES	99.86	Administrative Services
119025	4/10/2024	ARAMARK UNIFORMS & CAREER	UNIFORM SERVICES	99.86	Administrative Services
118976	4/3/2024	CRISP IMAGING	DIGITAL COPIES	93.94	Administrative Services
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	44.35	Administrative Services
Total Amount for 13 Line Item(s) from Administrative Services				\$40,494.86	
Boards and Commissions					
119020	4/3/2024	WASHBURN/DENNIS//	PLANNING COMMISSIONER ACADEMY	239.00	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				\$239.00	
City Attorney					
119059	4/10/2024	LIEBERT CASSIDY WHITMORE	HR LEGAL SERVICES	6,238.50	City Attorney
Total Amount for 1 Line Item(s) from City Attorney				\$6,238.50	
City Council					
119030	4/10/2024	BOZAJIAN/JAMES R.//	OFFICE SUPPLIES	220.17	City Council
119030	4/10/2024	BOZAJIAN/JAMES R.//	OFFICE SUPPLIES	44.09	City Council
119087	4/10/2024	WEINTRAUB/ALICIA//	REIMB-PARKING/EVENT TICKETS	40.00	City Council
119087	4/10/2024	WEINTRAUB/ALICIA//	REIMB-PARKING/EVENT TICKETS	13.00	City Council
Total Amount for 4 Line Item(s) from City Council				\$317.26	
City Management					
119040	4/10/2024	GALLUP INC	CONSULTING SERVICES	3,700.00	City Management



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	46.58	City Management
Total Amount for 2 Line Item(s) from City Management				\$3,746.58	
<u>Civic Center O&M</u>					
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	11,810.09	Civic Center O&M
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	9,548.58	Civic Center O&M
119014	4/3/2024	TUTTLE FAMILY ENTERPRISES, INC	JANITORIAL SERVICES	5,051.98	Civic Center O&M
119014	4/3/2024	TUTTLE FAMILY ENTERPRISES, INC	JANITORIAL SERVICES	4,299.59	Civic Center O&M
119086	4/10/2024	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	1,819.31	Civic Center O&M
118971	4/3/2024	CLIMATEC LLC	HVAC CONTROL MAINTENANCE	1,560.38	Civic Center O&M
118971	4/3/2024	CLIMATEC LLC	HVAC CONTROL MAINTENANCE	1,560.37	Civic Center O&M
118995	4/3/2024	LAS VIRGENES MUNICIPAL WATER	WATER 02/24	916.96	Civic Center O&M
118995	4/3/2024	LAS VIRGENES MUNICIPAL WATER	WATER 02/24	741.36	Civic Center O&M
119043	4/10/2024	GROWING ROOTS	PLANT CARE	540.00	Civic Center O&M
119060	4/10/2024	LIFTECH ELEVATOR SERVICES INC	ELEVATOR MAINTENANCE	195.00	Civic Center O&M
119060	4/10/2024	LIFTECH ELEVATOR SERVICES INC	ELEVATOR MAINTENANCE	195.00	Civic Center O&M
Total Amount for 12 Line Item(s) from Civic Center O&M				\$38,238.62	
<u>Community Development</u>					
118979	4/3/2024	ENVICOM CORPORATION	KIA DEALERSHIP	1,535.99	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	131.97	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	117.49	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	68.39	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	58.69	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	55.39	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	50.76	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	23.50	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	9.64	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	-23.25	Community Development
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	-23.50	Community Development
Total Amount for 11 Line Item(s) from Community Development				\$2,005.07	
<u>Community Services</u>					
118989	4/3/2024	JMD LANDSCAPE ARCHITECTURE	WILD WALNUT CIP	20,000.00	Community Services
118973	4/3/2024	COMMERCIAL BUILD MAINT INC	CCC CLEAN	18,270.00	Community Services



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
119022	4/10/2024	AM PM DOOR INC	ADA DOORS CCC	9,420.00	Community Services
119013	4/3/2024	THORNTON/JOHN PAUL//	INSTRUCTOR- ART ON DANUBE	6,764.80	Community Services
119017	4/3/2024	UNITED STATES TREASURY	AHCCC TAX PERIOD END 6/30/2020	5,329.24	Community Services
118965	4/3/2024	BARRY KAY ENTERPRISES, INC.	CCC PROMO GIVEAWAYS	5,323.07	Community Services
118982	4/3/2024	GOVCONNECTION INC	COMMUNITY CENTER	4,452.26	Community Services
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	3,769.18	Community Services
118970	4/3/2024	CHARIOT FIRE & ELECTRIC INC.	FIRE SYSTEMS	3,300.00	Community Services
119052	4/10/2024	JONES MCKINNEY/DANIELLE//	INSTRUCTOR- CHEER/LUPIN	3,263.40	Community Services
118972	4/3/2024	COFFMAN/JESSICA L.//	INSTRUCTOR- WILD THINGS	3,231.90	Community Services
119058	4/10/2024	LEMMO/RICHARD//	INSTRUCTOR-ULTIMATE SPORTS	2,084.95	Community Services
118963	4/3/2024	B & B PLUMBING	EMERGENCY REPAIR	1,865.10	Community Services
118981	4/3/2024	GESAS/HELAIN E.W.//	INSTRUCTOR-MAH JONGG	1,790.25	Community Services
119064	4/10/2024	MORPHEON CORPORATION	SOCK HOP EVENT BAND PERF SR CT	1,600.00	Community Services
119024	4/10/2024	APPLE ONE	TEMP STAFFING- ADMIN	1,582.40	Community Services
118960	4/3/2024	APPLE ONE	TEMP STAFFING ADMIN EXEC ASST	1,472.00	Community Services
118960	4/3/2024	APPLE ONE	TEMP STAFFING ADMIN EXEC ASST	1,472.00	Community Services
119024	4/10/2024	APPLE ONE	TEMP STAFFING- ADMIN	1,472.00	Community Services
118988	4/3/2024	INSIGHT PUBLIC SECTOR, INC.	YEALINK MP56	1,456.73	Community Services
119062	4/10/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	1,420.57	Community Services
118996	4/3/2024	LEMMO/RICHARD//	INSTRUCTOR-THEATER IMPROV	1,359.75	Community Services
119009	4/3/2024	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	1,333.50	Community Services
119002	4/3/2024	PARAMESH/KALANIDHI//	INSTRUCTOR-CARDS AND GAMES	1,187.83	Community Services
118997	4/3/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	1,172.29	Community Services
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	1,135.77	Community Services
118965	4/3/2024	BARRY KAY ENTERPRISES, INC.	CCC OPENING JERSEYS	1,033.68	Community Services
118963	4/3/2024	B & B PLUMBING	REPAIR FOUNTAIN CCC	1,014.61	Community Services
119054	4/10/2024	KOBLICK/WENDY SUE//	INSTUCTOR-CANASTA	990.85	Community Services
119028	4/10/2024	BARRY KAY ENTERPRISES, INC.	STAFF SHIRTS/UNIFORMS	984.95	Community Services
118997	4/3/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	880.65	Community Services
119086	4/10/2024	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	848.14	Community Services
118984	4/3/2024	IAM PACIFIC WELLNESS	FITNESS REPAIRS	794.34	Community Services
119072	4/10/2024	SCHWARTZ/WHITNEY//	INSTRUCTOR-INTRO TO MEDITATION	729.75	Community Services
118990	4/3/2024	JSHELBY ENTERPRISES LLC	PAINT INSTRUCTION SP EVENT BAL	600.00	Community Services
119007	4/3/2024	SESAC	LICENSE FEES-3701 LOST HILLS	589.72	Community Services
119037	4/10/2024	EYKEL/KRISTEN//	INSTRUCTOR-REIKI/MEDITATION	585.55	Community Services
119074	4/10/2024	SHOEMAKER/BONNIE//	INSTRUCTOR-UCLA MEMORY	485.10	Community Services
118963	4/3/2024	B & B PLUMBING	PLUMBING	413.50	Community Services
119073	4/10/2024	SECURAL SECURITY CORP	EGG HUNT SECURITY	410.60	Community Services



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
119066	4/10/2024	ONTARIO REFRIGERATION SVC INC	HVAC REPAIR	394.43	Community Services
119036	4/10/2024	ESGRO/DONNA BURKE//	INSTRUCTOR- MOTH BOOK CLUB	388.01	Community Services
119088	4/10/2024	WM CORPORATE SERVICES, INC	DUMPSTER CCC	379.36	Community Services
118966	4/3/2024	BISHOP/BEVERLY//	INSTRUCTOR- GOOD TABLE MANNERS	362.60	Community Services
118977	4/3/2024	DEPARTMENT OF JUSTICE	FINGERPRINTING	361.00	Community Services
119018	4/3/2024	VALLEY NEWS GROUP	CCC ADS	350.00	Community Services
118995	4/3/2024	LAS VIRGENES MUNICIPAL WATER	WATER 02/24	292.64	Community Services
119046	4/10/2024	IAM PACIFIC WELLNESS	FITNESS REPAIRS	275.00	Community Services
119068	4/10/2024	R P BARRICADE INC	BUNNY TRAILL EVENT 3/23/24	272.00	Community Services
119057	4/10/2024	LAWSON/MELANIE C//	INSTRUCTOR-UKULELE	267.05	Community Services
119069	4/10/2024	RAMACHANDRAN/PIYANOOT//	INSTRUCTOR-CRUDITE	252.00	Community Services
119057	4/10/2024	LAWSON/MELANIE C//	INSTRUCTOR-UKULELE	228.90	Community Services
119079	4/10/2024	TELLER/BARBARA//	INSTRUCTOR-MEDITATION/MINDFUL	208.25	Community Services
119043	4/10/2024	GROWING ROOTS	PLANT CARE SR	205.00	Community Services
119060	4/10/2024	LIFTECH ELEVATOR SERVICES INC	INSTRUCTOR-	195.00	Community Services
119049	4/10/2024	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING 04/24-06/24	162.00	Community Services
119038	4/10/2024	G & F LIGHTING SUPPLY CO.	LED LIGHTS CCC	159.03	Community Services
119033	4/10/2024	CLARK PEST CONTROL	MONTHLY SERVICE	158.00	Community Services
118991	4/3/2024	KLOSSNER/JENNY//	INSTRUCTOR-URBAN ZEN	128.10	Community Services
118987	4/3/2024	INNER-I ...SECURITY IN FOCUS	CONTRACT SERVICES	96.00	Community Services
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	89.00	Community Services
119008	4/3/2024	SIMMONS/NEILL//	INSTRUCTOR-SPRING NIGHT SKY	84.70	Community Services
119049	4/10/2024	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING 04/24-06/24	81.00	Community Services
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	74.03	Community Services
119056	4/10/2024	LAS VIRGENES UNIFIED SCHOOL	CLEAN FEE-GYM BLEACHERS/STELLE	53.18	Community Services
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	4.70	Community Services
Total Amount for 66 Line Item(s) from Community Services				\$121,411.41	

Finance

118978	4/3/2024	ECS IMAGING INC.	CONTRACT WORKFLOW	10,500.00	Finance
119045	4/10/2024	HINDERLITER DE LLAMAS ASSOC.	RES VS NON-RES ANALYSIS SVC	8,000.00	Finance
118958	4/3/2024	ADP, INC	PAYROLL PROCESSING	5,187.24	Finance
118958	4/3/2024	ADP, INC	PAYROLL PROCESSING	5,020.48	Finance
119071	4/10/2024	ROBERT HALF INC	TEMP STAFFING-ACCT SUP	4,612.80	Finance
118983	4/3/2024	HINDERLITER DE LLAMAS ASSOC.	AUDIT	1,708.48	Finance
118958	4/3/2024	ADP, INC	PAYROLL PROCESSING	1,535.95	Finance
119000	4/3/2024	MUNISERVICES, LLC	ACFR 01/24	1,300.00	Finance



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	224.70	Finance
119011	4/3/2024	STAPLES	OFFICE/KITCHEN SUPPLIES	28.32	Finance
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	19.24	Finance
Total Amount for 11 Line Item(s) from Finance				\$38,137.21	

Library

118980	4/3/2024	ENVISIONWARE INC	PC RESERVATION/PRNT SOFTWARE	4,319.05	Library
119039	4/10/2024	GALE CENGAGE LEARNING INC	OPPOS VIEWPOINT DATABASE SUBSC	3,673.55	Library
118986	4/3/2024	INGRAM LIBRARY SERVICES	BOOKS	697.88	Library
119032	4/10/2024	CANON FINANCIAL SERVICES INC	PRINTER LEASE 03/24-04/24	486.33	Library
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	400.08	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	393.06	Library
119027	4/10/2024	BAKER & TAYLOR, LLC	BOOKS	383.10	Library
119027	4/10/2024	BAKER & TAYLOR, LLC	BOOKS	340.11	Library
119027	4/10/2024	BAKER & TAYLOR, LLC	BOOKS	287.26	Library
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	241.80	Library
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	197.00	Library
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	186.45	Library
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	144.76	Library
118986	4/3/2024	INGRAM LIBRARY SERVICES	BOOKS	125.77	Library
118987	4/3/2024	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING 04-06/24	96.00	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	95.85	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	85.66	Library
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	79.34	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	77.48	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	73.12	Library
119029	4/10/2024	BLACKSTONE PUBLISHING	AUDIOBOOKS	60.40	Library
119027	4/10/2024	BAKER & TAYLOR, LLC	BOOKS	51.55	Library
118968	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE LIB	49.93	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	48.40	Library
119029	4/10/2024	BLACKSTONE PUBLISHING	DVD	44.60	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	42.28	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	41.69	Library
119027	4/10/2024	BAKER & TAYLOR, LLC	BOOKS	40.18	Library
119027	4/10/2024	BAKER & TAYLOR, LLC	BOOKS	27.89	Library
119027	4/10/2024	BAKER & TAYLOR, LLC	BOOKS	27.01	Library
118968	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE LIB CIRC	25.27	Library



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 3/30/2024 to 04/12/2024

Date: 4/12/2024

Time: 9:19:03AM

Page 6 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	24.53	Library
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	23.37	Library
118964	4/3/2024	BAKER & TAYLOR, LLC	BOOKS	17.18	Library
119048	4/10/2024	INGRAM LIBRARY SERVICES	BOOKS	16.82	Library
Total Amount for 35 Line Item(s) from Library				\$12,924.75	
<u>LMD #22</u>					
119067	4/10/2024	PARKWOOD LANDSCAPE MAINTENANCE	LAND REEFURB/IRRIGATION	13,651.00	LMD #22
119084	4/10/2024	VENCO WESTERN, INC.	LANDSCAPE MAINT	11,049.98	LMD #22
119019	4/3/2024	VENCO WESTERN, INC.	LANDSCAPE REFURB	4,375.00	LMD #22
119067	4/10/2024	PARKWOOD LANDSCAPE MAINTENANCE	LANDSCAPE REFURB	4,275.00	LMD #22
119067	4/10/2024	PARKWOOD LANDSCAPE MAINTENANCE	LAND REEFURB/IRRIGATION	1,500.00	LMD #22
119003	4/3/2024	PARKWOOD LANDSCAPE MAINTENANCE	TREE TRIMMING/LANDSCAPE REFURB	1,075.00	LMD #22
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	913.25	LMD #22
119084	4/10/2024	VENCO WESTERN, INC.	PEST ABATEMENT	589.00	LMD #22
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	476.95	LMD #22
119003	4/3/2024	PARKWOOD LANDSCAPE MAINTENANCE	TREE TRIMMING/LANDSCAPE REFURB	450.00	LMD #22
119067	4/10/2024	PARKWOOD LANDSCAPE MAINTENANCE	LANDSCAPE REFURB	240.00	LMD #22
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	231.73	LMD #22
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	157.78	LMD #22
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	150.94	LMD #22
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	55.63	LMD #22
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	49.10	LMD #22
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	33.15	LMD #22
Total Amount for 17 Line Item(s) from LMD #22				\$39,273.51	
<u>LMD #24</u>					
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	218.89	LMD #24
Total Amount for 1 Line Item(s) from LMD #24				\$218.89	
<u>LMD #27</u>					
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	15.71	LMD #27
Total Amount for 1 Line Item(s) from LMD #27				\$15.71	



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
LMD #32					
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	17.42	LMD #32
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	14.59	LMD #32
Total Amount for 2 Line Item(s) from LMD #32				\$32.01	
LMD 22 - Common Benefit Area					
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL EMERGENCY	8,896.66	LMD 22 - Common Benefit Area
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	2,039.54	LMD 22 - Common Benefit Area
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	551.00	LMD 22 - Common Benefit Area
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	455.71	LMD 22 - Common Benefit Area
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	445.00	LMD 22 - Common Benefit Area
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	33.26	LMD 22 - Common Benefit Area
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	14.35	LMD 22 - Common Benefit Area
Total Amount for 7 Line Item(s) from LMD 22 - Common Benefit Area				\$12,435.52	
Media Operations					
118982	4/3/2024	GOVCONNECTION INC	FORTISWITCH	2,278.92	Media Operations
119085	4/10/2024	VERIZON WIRELESS	CELL PHONES/IPAD 01/24-02/24	2,154.98	Media Operations
119026	4/10/2024	AT&T	PHONES 02/24-03/24	1,284.89	Media Operations
118982	4/3/2024	GOVCONNECTION INC	BACK-UPS 850 VA	1,276.00	Media Operations
119042	4/10/2024	GRANICUS INC.	GRANICUS CLEARCASTER SETUP	875.00	Media Operations
119080	4/10/2024	TIME WARNER CABLE	TV SERVICE/CABLE MODEM	757.08	Media Operations
118962	4/3/2024	AT&T	TELEPHONE SERVICES	594.52	Media Operations
119031	4/10/2024	BURRIS/ROBERT//	CONTRACTUAL SERVICES	450.00	Media Operations
119050	4/10/2024	INSIGHT PUBLIC SECTOR, INC.	CAMERA	232.64	Media Operations
119078	4/10/2024	T-MOBILE USA INC	CITY CELL PHONES	223.64	Media Operations
119026	4/10/2024	AT&T	CH PHONES	155.55	Media Operations
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	131.30	Media Operations
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	97.05	Media Operations
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	42.88	Media Operations
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	34.62	Media Operations
Total Amount for 15 Line Item(s) from Media Operations				\$10,589.07	
Non-Departmental - Finance					
119041	4/10/2024	GBN CONSTRUCTION DESIGN &	CDBG RES REHAB CONSTRUCTION	3,500.00	Non-Departmental - Finance



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
119041	4/10/2024	GBN CONSTRUCTION DESIGN &	CDBG RES REHAB CONSTRUCTION	2,700.00	Non-Departmental - Finance
119041	4/10/2024	GBN CONSTRUCTION DESIGN &	CDBG RES REHAB CONSTRUCTION	2,500.00	Non-Departmental - Finance
119032	4/10/2024	CANON FINANCIAL SERVICES INC	PRINTER LEASE 03/24-04/24	1,678.04	Non-Departmental - Finance
119004	4/3/2024	QUADIENT FINANCE USA, INC.	POSTAGE FUNDING	1,000.00	Non-Departmental - Finance
119041	4/10/2024	GBN CONSTRUCTION DESIGN &	CDBG RES REHAB CONSTRUCTION	1,000.00	Non-Departmental - Finance
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	557.35	Non-Departmental - Finance
118968	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE CH	259.59	Non-Departmental - Finance
118968	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE LMD	249.29	Non-Departmental - Finance
119061	4/10/2024	M6 CONSULTING, INC.	CDBG RES REEHAB CONSTRUCTION	227.50	Non-Departmental - Finance
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	224.80	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	223.68	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	216.69	Non-Departmental - Finance
118968	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE SR	143.41	Non-Departmental - Finance
119011	4/3/2024	STAPLES	OFFICE/KITCHEN SUPPLIES	137.93	Non-Departmental - Finance
118968	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGEBS	93.49	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	90.87	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	89.38	Non-Departmental - Finance
119077	4/10/2024	STAPLES	KITCHEN SUPPLIES	88.37	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	69.90	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	53.24	Non-Departmental - Finance
118968	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE DE ANZA	49.24	Non-Departmental - Finance
119034	4/10/2024	CONEJO AWARDS	EMPLOYEE NAME BADGES	45.05	Non-Departmental - Finance
119077	4/10/2024	STAPLES	KITCHEN SUPPLIES	38.65	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	27.96	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	27.96	Non-Departmental - Finance
118974	4/3/2024	CONEJO AWARDS	EMPLOYEE NAME BADGES	21.02	Non-Departmental - Finance
119034	4/10/2024	CONEJO AWARDS	EMPLOYEE NAME BADGES	21.02	Non-Departmental - Finance
119034	4/10/2024	CONEJO AWARDS	EMPLOYEE NAME BADGES	21.02	Non-Departmental - Finance
119011	4/3/2024	STAPLES	KITCHEN SUPPLIES	13.21	Non-Departmental - Finance
Total Amount for 30 Line Item(s) from Non-Departmental - Finance				\$15,368.66	

Police / Fire / Safety

118993	4/3/2024	L.A. CO. SHERIFF'S DEPT.	SHERIFF SERVICES 02/24	445,539.03	Police / Fire / Safety
118993	4/3/2024	L.A. CO. SHERIFF'S DEPT.	SHERIFF SERVICES 02/24	21,149.83	Police / Fire / Safety
118992	4/3/2024	L.A. CO. DEPT. OF ANIMAL CARE	02/24 ANIMAL CARE/CONTROL	7,817.33	Police / Fire / Safety
118993	4/3/2024	L.A. CO. SHERIFF'S DEPT.	VIEWPOINT-SPECIAL EVENTS 02/24	6,638.31	Police / Fire / Safety



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 4 Line Item(s) from Police / Fire / Safety				\$481,144.50	
Public Safety & Emergency Preparedness					
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	22.98	Public Safety & Emergency Preparedness
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	7.64	Public Safety & Emergency Preparedness
Total Amount for 2 Line Item(s) from Public Safety & Emergency Preparedness				\$30.62	
Public Works					
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	LAND REFURBISHMENT	10,050.35	Public Works
119005	4/3/2024	SCA OF CA LLC	SWEEPING	9,316.27	Public Works
119081	4/10/2024	TKM ENGINEERING	CONTRACTUAL SERVICES	6,142.50	Public Works
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	LAND REFURBISHMENT	5,025.12	Public Works
118975	4/3/2024	COUNTY OF LOS ANGELES	IW INSPECTIONS THROUGH 2/2024	3,173.69	Public Works
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	TREE PLANTING ARBOR DAY	2,280.00	Public Works
119055	4/10/2024	LAS VIRGENES MUNICIPAL WATER	WATER 02/24	2,187.03	Public Works
119024	4/10/2024	APPLE ONE	CONTRACTUAL SERVICES	1,472.00	Public Works
119024	4/10/2024	APPLE ONE	TEMP STAFFING- ADMIN	1,472.00	Public Works
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	TREE PLANTING	830.00	Public Works
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	TREE PLANTING	830.00	Public Works
119065	4/10/2024	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	745.00	Public Works
119001	4/3/2024	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	738.92	Public Works
119055	4/10/2024	LAS VIRGENES MUNICIPAL WATER	WATER 02/24	615.90	Public Works
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	321.15	Public Works
119065	4/10/2024	NEWBURY PARK TREE SERVICE INC	IRRIGATION	281.87	Public Works
119083	4/10/2024	VALLEY NEWS GROUP	CIP PUBLICATION	225.00	Public Works
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	133.95	Public Works
119015	4/3/2024	UNDERGROUND SERVICE ALERT	DIGALERT MEMBERSHIP CALB01	88.75	Public Works
119082	4/10/2024	UNDERGROUND SERVICE ALERT	USA/DIGALERT MEMBERSHIP 03/24	78.25	Public Works
119085	4/10/2024	VERIZON WIRELESS	CELL PHONES/IPAD 01/24-02/24	40.01	Public Works
119016	4/3/2024	UNDERGROUND SERVICE ALERT	MEMBERSHIP-CUFSEB CALB01	27.86	Public Works
119082	4/10/2024	UNDERGROUND SERVICE ALERT	MEMBERSHIP-CUFSEB CALB01	27.86	Public Works
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	15.57	Public Works
Total Amount for 24 Line Item(s) from Public Works				\$46,119.05	

Recoverable / Refund / Liability



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 3/30/2024 to 04/12/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
118967	4/3/2024	CALABASAS HOMES IV LLC	REFUND FEE BS2301553/BS2301565	8,697.72	Recoverable / Refund / Liability
118967	4/3/2024	CALABASAS HOMES IV LLC	REFUND FEE BS2301553/BS2301565	4,504.09	Recoverable / Refund / Liability
119051	4/10/2024	JENSEN/ERIK//	FILM PERMIT BOND REFUND	634.00	Recoverable / Refund / Liability
119051	4/10/2024	JENSEN/ERIK//	FILM PERMIT REFUND FEES	634.00	Recoverable / Refund / Liability
119051	4/10/2024	JENSEN/ERIK//	FILM PERMIT REFUND FEES	507.00	Recoverable / Refund / Liability
119051	4/10/2024	JENSEN/ERIK//	FILM PERMIT REFUND FEES	93.00	Recoverable / Refund / Liability
119012	4/3/2024	STARK/MARIANA//	CLASS CANCELLED	81.00	Recoverable / Refund / Liability
Total Amount for 7 Line Item(s) from Recoverable / Refund / Liability				\$15,150.81	

Tennis & Swim Center

119053	4/10/2024	JONES/JASON EDWARD//	POOL PLASTER PROGRESS	40,725.00	Tennis & Swim Center
119075	4/10/2024	SILBERT/RYEN//	DE ANZA SPORTS COURT REPAIR	22,000.00	Tennis & Swim Center
119070	4/10/2024	RIVERA/CARLOS RENE//	POOL DECK RAILS	3,825.00	Tennis & Swim Center
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	3,237.21	Tennis & Swim Center
119028	4/10/2024	BARRY KAY ENTERPRISES, INC.	STAFF SHIRTS/UNIFORMS	1,843.98	Tennis & Swim Center
119044	4/10/2024	GUREL/BATUHAN//	INSTRUCTOR-LATIN DANCE	1,625.40	Tennis & Swim Center
119066	4/10/2024	ONTARIO REFRIGERATION SVC INC	HVAC SERVICE	1,217.00	Tennis & Swim Center
119066	4/10/2024	ONTARIO REFRIGERATION SVC INC	HVAC SERVICE	1,217.00	Tennis & Swim Center
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	733.10	Tennis & Swim Center
119046	4/10/2024	IAM PACIFIC WELLNESS	FITNESS REPAIRS	275.00	Tennis & Swim Center
119011	4/3/2024	STAPLES	OFFICE SUPPLIES	263.18	Tennis & Swim Center
119006	4/3/2024	SECURAL SECURITY CORP	SECURITY PRIV EVENT 12/23	185.30	Tennis & Swim Center
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	131.96	Tennis & Swim Center
119055	4/10/2024	LAS VIRGENES MUNICIPAL WATER	WATER 02/24-03/24	98.63	Tennis & Swim Center
119011	4/3/2024	STAPLES	CREDIT-OFFICE SUPPLIES	-128.76	Tennis & Swim Center
Total Amount for 15 Line Item(s) from Tennis & Swim Center				\$77,249.00	

Transportation

118985	4/3/2024	IDEAL GENERAL SERVICES, INC.	DIAL A RIDE 02/24	15,687.50	Transportation
119047	4/10/2024	IDEAL GENERAL SERVICES, INC.	DIAL A RIDE 03/24	15,501.00	Transportation
119021	4/10/2024	ALL CITY MANAGEMENT SVCS, INC.	CROSSIGN GUARD 2/4-2/17	10,859.58	Transportation
119021	4/10/2024	ALL CITY MANAGEMENT SVCS, INC.	CROSSING GUARD 3/3-3/16	10,113.30	Transportation
119010	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	1,184.04	Transportation
118969	4/3/2024	CF UNITED LLC	PUBLIC TRANSIT FUEL 01/24	938.43	Transportation
119076	4/10/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 02/24-03/24	805.97	Transportation
119081	4/10/2024	TKM ENGINEERING	OLD TOPANGA/MULH HWY PROJ	292.50	Transportation



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 3/30/2024 to 04/12/2024

Date: 4/12/2024

Time: 9:19:03AM

Page 11 of 11

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	267.44	Transportation
118994	4/3/2024	LA DWP	WATER 02/24	185.24	Transportation
118975	4/3/2024	COUNTY OF LOS ANGELES	TS MAINT-THROUGH 2/2024	30.86	Transportation
119077	4/10/2024	STAPLES	OFFICE SUPPLIES	14.20	Transportation
Total Amount for 12 Line Item(s) from Transportation				\$55,880.06	
GRAND TOTAL for 293 Line Items				\$1,017,260.67	



Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 3/30//2024 to 4/12/2024

Date: 4/12/2024

Time: 9:20:33AM

Page 1 of 1

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Tennis & Swim Center					
14828	4/3/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC-02/24-03/24	3,237.22	Tennis & Swim Center
14827	4/3/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	1,457.05	Tennis & Swim Center
14829	4/10/2024	CANON FINANCIAL SERVICES INC	PRINTER LEASE	215.31	Tennis & Swim Center
14826	4/3/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	179.63	Tennis & Swim Center
14825	4/3/2024	ADP, INC	TS TIME CLOCK	99.37	Tennis & Swim Center
14830	4/10/2024	LAS VIRGENES MUNICIPAL WATER	WATER 02/24-03/24	98.62	Tennis & Swim Center
14831	4/10/2024	STAPLES	OFFICE SUPPLIES	87.85	Tennis & Swim Center
14831	4/10/2024	STAPLES	OFFICE SUPPLIES	32.61	Tennis & Swim Center
14831	4/10/2024	STAPLES	OFFICE SUPPLIES	18.82	Tennis & Swim Center
Total Amount for 9 Line Item(s) from Tennis & Swim Center				\$5,426.48	
GRAND TOTAL for 9 Line Items				\$5,426.48	

Future Agenda/Information Items

No.	8-May-24	Agenda Section	Department
1	Grant checks to PFC/PFA	Presentation	CM
2	Recommendation to reject all bids for landscape maintenance of the common areas for Las Villas Homeowners Association within Landscape Lighting Act District 22	Consent	PW
3	Adoption of Resolution No. 2024-1893, stating intent to pursue merger of the Agoura Hills/Calabasas Community Center's contract with the California Public Employees' Retirement System into the City of Calabasas' contract with the California Public Employees' Retirement System	Consent	CA/CM
4	CS Municipal Code updates – waiting for Attorney's office to provide clean copy	New Business	CS
5	Recommendation to approve Amendment No. 1 to the Professional Services Agreement with Ventura Transit Systems, Inc. for City Shuttle Services, adding \$894,914, which will increase the not to exceed amount to \$1,811,834	New Business	PW
6	Updated Calendar of Events	Continued Business	CS
No.	22-May-24	Agenda Section	Department
1	LVMWD Water Supply and the Future of Water	Presentation	CC
2	Adoption of Election resolutions	Consent	CC
3	Award of contract for the Freedom Park ADA Ramp construction – waiting for approval of plans and bid distribution	Consent	CS
4	Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27, & 32 assessment proceedings	New Business	PW
No.	29-May-24-Special	Agenda Section	Department
1			
No.	12-Jun-24	Agenda Section	Department
1	LVMWD Water Supply and the Future of Water	Presentation	CC
2	LMD/LLAD levy of assessments election	Public Hearing	PW
Staff Driven Agenda Items			
No.	Future Meetings	Agenda Section	Department
1	LMD/LLAD levy of assessments election results	Public Hearing-Continued	PW
2	Strategic Priorities/2024 Work Plan Discussion	New Business	CM
3	First presentation/review of budget	New Business	FIN
4	Microtransit Program	Continued Business	PW
5	Second presentation/review of budget	Continued Business	FIN
6	Adoption of salary/benefits Resolution	Consent	FIN
7	Budget adoption	Public Hearing	FIN
8	League of CA Cities Voting Delegate	Consent	CC
9	Conflict of Interest Code update	Consent	CC
10	West Village Project	New Business	CD
11	Broadband project update	Continued Business	COMMS
12	Adoption of election certification Resolution	New Business	CC
13	Open Space Ordinance	New Business	CC
14	CR Zoning Update	New Business	CD

Future Agenda/Information Items

City Council Future Agenda Items Prioritization

No.	Group A	Legislative Body/Task Force	Agenda Section	Department	Council Review
1	Earthquake Insurance	Public Safety Commission	New Business	Public Safety	2/28/24
2	Public Safety evacuation routes and HOA gates review/analysis/coordination	Public Safety Commission	New Business	Public Safety	2/14/24
3	Ordinance adding Chapter 5.22 – Provision of Security by Commercial Retailers to the Calabasas Municipal Code	Public Safety Task Force/City Council	New Business	Public Safety	
4	Discussion about having a full-time security guard stationed at the Calabasas Civic Center	City Council	New Business	Public Safety	3/13/24
5	Discussion regarding a lobbyist/grant writer	City Council	New Business	CM	
6	Calendar of special events (teen activities/ Ciclovía)	City Council/PRE/MYC/City Council	New Business	CS	3/27/24
7	Solar panel and battery backup assessment at City facilities	Budget Task Force	New Business	CM	
8	Tennis & Swim Center operations update	City Council	New Business	CS	

City Council Future Agenda Items Prioritization

No.	Group B	Legislative Body/Taskforce	Agenda Section	Department	Council Review
1	Report on options on of increasing enforcement of the CMC, including City to prosecute violations of the law to include use of the City Prosecutor	City Attorney	New Business	CA	
2	Discussion regarding gun violence prevention	Public Safety Task Force	New Business	Public Safety	
3	City Legislative Platform	City Council	New Business	CM	
4	Environmental Commission recommendation recognition program for sustainable properties and Green Business Program	Environmental Commission (in progress)	Cont'd Business	PW	
5	Business license/registry discussion	City Council for initial discussion	New Business	Comm. Dev.	
6	Council discussion of a potential transaction and use (sales) tax	City Council	New Business	CM	3/27/24
7	Council position on California Business Roundtable Initiative on November 2024 ballot	City Attorney (Supreme Court decision expected by February)	New Business	CA	4/24/24

No.	Group C	Legislative Body/Taskforce	Agenda Section	Department	Council Review
1	Discussion or presentation on ways to deter catalytic converter thefts; review state laws. Encourage catalytic converter edging	Public Safety Task Force	New Business	Public Safety	
2	Development Code update regarding green LEED standards	Environmental Commission/Planning Commission	New Business	PW	
3	Roundabout at the intersection of Las Virgenes Road and Thousand Oaks Blvd.	Special, when it comes back	Cont'd Business	PW	
4	Formation of a water taskforce on equitable access to water	Work with LVMWD and Mayor pro Tem Kraut			
5	Green Procurement Policy recommendation from Planning/Environmental Commissions	Pause for Enviromental Manager	Cont'd Business	PW	

Future Agenda/Information Items

No.	Group D	Date Requested	Agenda Section	Requested by	Council Review
1	Woolsey Fire Overlay Ordinance to PC	1/10/24	New Business	Bozajian/ Weintraub	
2	MYC Resolution	1/24/24	New Business	Weintraub/ Shapiro	
3	Address Highway 101 traffic with Caltrans and invite representative to attend a Council meeting	4/10/24	New Business	Kraut/Weintraub/ Shapiro	
4	Old town zoning changes	4/10/24	New Business	Weintraub	

No.	2023 Strategic Priorities' Status	
1	Identify potential real property acquisitions for the purposes of future parkland or open space designation.	In progress
2	Develop a Water Resilience Plan outlining strategies to increase the City's drought preparedness, local water self-reliance, and planting of native vegetation (including milkweed for Monarch Butterfly habitats).	Complete
3	Create an economic development plan to attract businesses, fill vacant properties, and promote advantages of conducting business in Calabasas.	In progress
4	Conduct a feasibility study regarding the stationing of cell towers on publicly owned sites to expand coverage areas.	In progress
5	Review Los Angeles Sheriff Departments services and consider opportunities to realign funding and services, with specific focus on open space breaks, HOA/neighborhood watch coordination, and remediation of street racing.	Complete
6	Develop a City Readiness & Education Initiative for Earthquake and Fire emergencies. Support home hardening programs, fire safe councils, and emergency equipment procurement.	In progress
7	Reopen the Calabasas Community Center.	Complete
8	Conduct feasibility study of adding basketball courts, soccer fields, or skate parks to improve recreation programs and opportunities for teenagers.	Complete
9	Upgrade playground equipment, trails, and pathways at City parks.	In progress
10	Complete a full and permanent build out of Wild Walnut Park to include a dog and children's park.	In progress
11	Complete annexation of Craftsman's Corner. Develop a plan to annex other properties within the City's sphere of influence.	In progress
12	Provide options that allow for the relief of traffic congestion within the City.	In progress

Future Agenda/Information Items

2024 Meeting Dates	
19-Jun - Special	23-Oct
10-Jul - Canceled	05-Nov General Municipal Election
24-Jul - Canceled	13-Nov
14-Aug	27-Nov - Canceled
28-Aug	04-Dec - Special
11-Sep	11-Dec - Council Reorg/Election Cert
25-Sep	25-Dec - Canceled
9-Oct	