



CITY of CALABASAS

**CITY COUNCIL AGENDA  
WEDNESDAY, OCTOBER 23, 2024  
CLOSED SESSION AT 6:00 P.M.  
OPEN SESSION AT 7:00 P.M.  
COUNCIL CHAMBERS  
100 CIVIC CENTER WAY  
CALABASAS, CA 91302  
[www.cityofcalabasas.com](http://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](http://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: Potential for Litigation Against the City 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. (Government Code Section 54956.9(e)(1))  
Number of Potential Cases: 1.

## **OPENING MATTERS**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance  
Approval of Agenda  
Report on Closed Session

## **PRESENTATIONS**

1. Recognition of Nicholas Thomas Savich for his Assistance in a Traffic Collision
2. Recognition of Kimberly Post for her Service to the City
3. Presentation on Calabasas "Bags4Benches" Plastic Recycling Project
4. Proclamation Recognizing October as Bullying Awareness Prevention Month

## **ANNOUNCEMENTS/INTRODUCTIONS**

## **ORAL COMMUNICATION – PUBLIC COMMENT**

## **CONSENT ITEMS**

5. Approve the minutes of the October 1, 2024 Special and October 9, 2024 Regular Meetings.
6. Receipt of Check Register Report for the period of September 28, 2024 through October 11, 2024.
7. Receive and File the Quarterly Investment Report for Quarter Ending September 30, 2024.

8. Legal Services Agreement with the Law Firm of Aleshire & Wynder, LLP
9. Amended Agreement for Outside Counsel Legal Services with Colantuono, Highsmith & Whatley, PC
10. Adoption of City of Calabasas 2024 Legislative Platform

**NEW BUSINESS**

11. Calabasas Community Center Six-Month Operations Update and Recommendations
12. Introduction of Ordinance No. 2024-409, adding Chapter 3.58 to Title 3 of the Calabasas Municipal Code to Establish and Administrative Remedies Procedure for Challenges to Fees, Charges and Assessments
13. Appointment to the Las Virgenes Municipal Water District, Water Supply Reliability and Diversification Study
14. Adoption of Resolution No. 2024-1931, Approving Third Amendment to Employment Contract for City Manager

**FUTURE INFORMATION/AGENDA ITEMS**

15. Direction from Council on requested agenda items
16. New requests for future information/agenda items

**TASK FORCE REPORTS**

**CITY MANAGER'S REPORT**

**ADJOURN**

The next regular meeting is scheduled for Wednesday, November 13, 2024.



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** OCTOBER 16, 2024  
**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** LISA POPE, CITY CLERK  
**SUBJECT:** RECOGNITION OF NICHOLAS THOMAS SAVICH  
**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION:**

Recognize Nicholas Thomas Savich for his assistance in a traffic collision.

**BACKGROUND:**

On July 20, 2024, at approximately 7:00 p.m., a traffic collision occurred near the 5600 block of Las Virgenes Road. The vehicle responsible for causing the collision caught on fire and the driver became temporarily disabled. Calabasas resident Nicholas Thomas Savich observed the collision, extinguished the fire, and helped the driver out of the vehicle.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

Recognize Nicholas Thomas Savich for his assistance in a traffic collision.

**ATTACHMENTS:**

A. Commendation



# City of Calabasas State of California

*The Calabasas City Council  
hereby recognizes*

## **NICHOLAS T. SAVICH**

*for his assistance in a traffic collision, ultimately  
extinguishing the fire, and helping the driver out  
of the vehicle to safety.*

**PRESENTED THIS 23<sup>RD</sup> DAY OF October, 2024**

*Alicia Weintraub*  
Mayor Alicia Weintraub

*Peter Kraut*  
Mayor Pro Tem Peter Kraut

*James R. Bozajian*  
Councilmember James R. Bozajian

*Edward Albrecht*  
Councilmember Edward Albrecht

*David J. Shapiro*  
Councilmember David J. Shapiro





**CITY *of* CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:**           **OCTOBER 16, 2024**

**TO:**               **HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:**          **LISA POPE, CITY CLERK**

**SUBJECT:**      **RECOGNITION OF KIMBERLY POST**

**MEETING DATE:**   **OCTOBER 23, 2024**

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**SUMMARY RECOMMENDATION:**

Recognize Kimberly Post for her outstanding service to the City.

**BACKGROUND:**

Kimberly Post has been an integral part of the City since 2006, initially serving as the Recreation Coordinator at Juan Bautista De Anza Park, where she oversaw both sports and senior programs, then transitioning to the role of Facility Supervisor for the Calabasas Senior Center.

Ms. Post is transitioning to a new role with the City of Simi Valley and the City is recognizing her service.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

Recognize Kimberly Post for her outstanding service to the City.



**CITY *of* CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:           OCTOBER 14, 2024**

**TO:             HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:          LISA POPE, CITY CLERK**

**SUBJECT:      CALABASAS "BAGS4BENCHES" PLASTIC RECYLING PROJECT**

**MEETING     OCTOBER 23, 2024**  
**DATE:**

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**SUMMARY RECOMMENDATION:**

Receive presentation on the Calabasas "Bags4Benches" plastic recycling project.

**BACKGROUND:**

Working with students from Calabasas High School, the Calabasas Environmental Commission has launched a plastic bag collection and recycling project that will provide the school and City with sturdy park benches made from recycled plastic bags.

Dubbed "Bags4Benches," the project is being run by Calabasas High School students who will manage the collection of plastic bags - which would otherwise end up in landfills - and in return get a sturdy composite plastic fiber bench for school campus for 1,000 pounds of recycled plastic in the next year.

The students have established collection sites at City Hall, Calabasas High School, and at the Las Virgenes Unified School District offices, and more collection bins will be located in additional Calabasas locations in the future as the program grows.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

Receive presentation on the Calabasas "Bags4Benches" plastic recycling project.





**CITY *of* CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** OCTOBER 16, 2024

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** LISA POPE, CITY CLERK

**SUBJECT:** PROCLAMATION RECOGNIZING OCTOBER AS BULLYING  
AWARENESS PREVENTION MONTH

**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION:**

Support and recognize October as Bullying Prevention Awareness Month in the City of Calabasas.

**BACKGROUND:**

The Bullying Awareness Prevention campaign is held during the month of October and unites communities nationwide to educate and raise awareness of bullying prevention. National Bullying Prevention Awareness Month is recognized in communities across the United States, with hundreds of schools and organizations signing on as partners.

National Bullying Awareness Prevention was developed in response to the need to raise awareness of bullying, as it was historically viewed "a childhood rite of passage" and believed that bullying "made kids tougher", when the reality is that bullying has devastating effects such as school avoidance, loss of self-esteem, increased anxiety, and depression.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

Support and recognize October as Bullying Prevention Awareness Month in the City of Calabasas.

**ATTACHMENTS:**

A. Proclamation



# City of Calabasas State of California

*WHEREAS, bullying is physical; verbal; sexual; and emotional harm or intimidation that is intentionally directed at a person or group of people; and*

*WHEREAS, bullying occurs in neighborhoods; playgrounds; schools; and through technology, such as the internet and cell phones, often referred to as cyberbullying; and*

*WHEREAS, cyberbullying can occur on social media sites at any time, and inappropriate and harassing messages can be posted anonymously and distributed quickly to a wide audience, which can be detrimental to the victim's confidence and self-respect; and*

*WHEREAS, researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and*

*WHEREAS, thousands of American children and adolescents are affected by bullying each year; and*

*WHEREAS, targets of bullying and cyberbullying are more likely to experience physical, emotional and learning problems, and students who are repeatedly bullied often fear riding the bus, going to school and attending community activities; and*

*WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors; and*

*WHEREAS, the City of Calabasas is committed to engaging in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents; and*

*WHEREAS, the City of Calabasas supports the Bullying Prevention Awareness efforts in the City by the Las Virgenes Unified School District, as well as through other organizations; and*

*WHEREAS, the City of Calabasas supports programs throughout the City to teach, educate, encourage and enlighten all our citizens on the positive ways to treat one another as well as the positive ways to enjoy our lives; and*

*WHEREAS, the City of Calabasas wishes to raise awareness in our community of this serious problem.*

**NOW, THEREFORE, BE IT RESOLVED** that the Calabasas City Council hereby supports and recognizes October as Bullying Awareness Prevention Month in the City of Calabasas.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of October 2024.

  
Mayor Pro Tem Peter Kraut

  
Councilmember James R. Bozajian

  
Mayor Alicia Weintraub

  
Councilmember Edward Albrecht

  
Councilmember David J. Shapiro





**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** OCTOBER 14, 2024  
**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** LISA POPE, CITY CLERK  
**SUBJECT:** CITY COUNCIL MEETING MINUTES  
**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION:**

Approve City Council meeting minutes.

**BACKGROUND:**

Staff has prepared and submits the minutes for approval.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

Approve the minutes of the October 1, 2024 Special and October 9, 2024 Regular Meetings.

**ATTACHMENTS:**

- A. October 1, 2024 Special City Council Meeting Minutes
- B. October 9, 2024 Regular City Council Meeting Minutes

**MINUTES  
SPECIAL CITY COUNCIL MEETING  
CITY OF CALABASAS, CALIFORNIA  
TUESDAY, OCTOBER 1, 2024**

**CALL TO ORDER**

Mayor Weintraub called the meeting to order at 12:00 p.m.

**ROLL CALL**

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

Staff: City Manager Meik; and City Attorney Summers

**CLOSED SESSION**

1. Public Employee Performance Evaluation  
(Government Code Section 54957)  
Title: City Manager

**ADJOURN**

Mayor Weintraub adjourned the meeting at 1:25 p.m.

\_\_\_\_\_  
ALICIA WEINTRAUB, Mayor

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk

**MINUTES  
REGULAR CITY COUNCIL MEETING  
CITY OF CALABASAS, CALIFORNIA  
WEDNESDAY, OCTOBER 9, 2024**

**CLOSED SESSION**

The Council met in Closed Session at 6:00 p.m. with all Councilmembers present, to discuss the following item:

1. Conference with Legal Counsel: Potential for Litigation Against the City 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. (Government Code Section 54956.9(e)(1))

Number of Potential Cases: 1.

**OPENING MATTERS**

**CALL TO ORDER**

Mayor Weintraub called the Regular meeting to order at 7:04 p.m.

**ROLL CALL**

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

Staff: City Manager Meik; Deputy City Manager McConville; City Clerk Pope; City Attorney Summers; Chief Financial Officer Ahlers; Community Development Director Klein; Community Services Director Green; City Librarian, Lockwood; Public Works Director Castle; Public Safety Manager Dyer; Planner Rackerby; Assistant Engineer Bezdecny; and Sheriff's Deputy Mason De Mateo

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Girl Scout Troop 3256.

## **APPROVAL OF AGENDA**

Councilmember Shapiro moved and Mayor Pro Tem Kraut seconded a motion to approve the agenda. The motion carried unanimously.

## **CLOSED SESSION REPORT**

City Attorney Summers reported that the Council discussed the item on the agenda and took no reportable action.

## **ANNOUNCEMENTS/INTRODUCTIONS**

Mayor Pro Tem Kraut announced the Ribbon Cutting and Grand Opening of Poppy Bank on October 15, 2024.

Councilmember Bozajian announced the Pumpkin Festival on October 20, 2024.

Councilmember Shapiro congratulated staff on the Grand Reopening of Brandon's Village and on the Calabasas Classic 5K Run/Walk for the Heroes of Childhood Cancer. He announced the Mayor's Youth Council Voter Information Night on October 14, at 6 p.m. and the Green Street Project Ribbon Cutting on October 23.

Councilmember Albrecht commended Community Services on the condition of the tennis courts at the Tennis and Swim Club.

Mayor Weintraub commended staff on the opening of the De Anza Park playground; and the hard work completing nine park projects in the past 10 months.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Mark Levinson announced Poppy Bank opening on October 15 and Chamber Luncheon hosted by Elevated Healing Treatment Center; and introduced the new owner of Mathnasium.

Amirah Meghani, owner of Mathnasium, introduced the services of Mathnasium.

## **CONSENT ITEMS**

Councilmember Shapiro pulled Item No. 3.

Councilmember Bozajian pulled Item No. 6.

Item No. 4 was pulled by the public.

The following items were pulled from the Consent Calendar for individual consideration:

3. Recommendation to Award a Construction Contract for the Bike Lane Striping Project, Specification No. 23-24-06, to Sterndahl Enterprises, LLC in an amount not to exceed \$258,635

In response to Council questions, Assistant Engineer Bezdecny and Public Works Director Castle discussed the proposed timeline; Caltrans permit expiration; and AQMD and Metro grant funds.

6. Consideration of Resolution No. 2024-1929 supporting Proposition 36, The Homeless, Drug Addiction, and Theft Reduction Act

Councilmember Bozajian indicated Proposition 36 was supported by both Cal Cities and California Contract Cities and encouraged a yes vote.

Mayor Weintraub expressed her strong support for Proposition 36.

4. Consideration of adoption of City Council Resolution No. 2024-1927, approving an overall reduction in size and the number of residential units for Site Plan Review 2023-005, Conditional Use Permit Nos. 2023-003, 2023-004 and 2023-005, Scenic Corridor Permit 2023-003 and Tentative Tract Map 2023-002, a mixed-use project located at 4799 Commons Way (APN:2068-003-021) within the Commercial Mixed-Use Zoning District, Scenic Corridor Overlay Zone and Affordable Housing Overlay

Michael Harrison stated the new design was much better but expressed concern with loss of parking. He expressed disappointment with Building A being eight stories tall, only four affordable units located next to the trash area, facing a driveway and cement wall. He suggested staff request Building A be reduced and the color changed.

Councilmember Bozajian thanked the Planning Commission for its review of the project. He indicated the newly proposed project was better; addressed concerns regarding parking and building height, therefore he could support the project.

Mayor Pro Tem Kraut stated the movie theater was removed, therefore, there was adequate parking.



The Consent Calendar consisted of the following items:

1. Approve the minutes of the September 25, 2024 Regular Meeting.
2. Receipt of Check Register Report for the period of September 14, 2024 through September 27, 2024.
3. Recommendation to Award a Construction Contract for the Bike Lane Striping Project, Specification No. 23-24-06, to Sterndahl Enterprises, LLC in an amount not to exceed \$258,635
4. Consideration of adoption of City Council Resolution No. 2024-1927, approving an overall reduction in size and the number of residential units for Site Plan Review 2023-005, Conditional Use Permit Nos. 2023-003, 2023-004 and 2023-005, Scenic Corridor Permit 2023-003 and Tentative Tract Map 2023-002, a mixed-use project located at 4799 Commons Way (APN:2068-003-021) within the Commercial Mixed-Use Zoning District, Scenic Corridor Overlay Zone and Affordable Housing Overlay
5. Adoption of Resolution No. 2024-1928 approving Human Resources Guidelines and rescinding Resolution No. 2009-1191
6. Consideration of Resolution No. 2024-1929 supporting Proposition 36, The Homeless, Drug Addiction, and Theft Reduction Act

#### **MOTION**

Councilmember Shapiro moved and Mayor Pro Tem Kraut seconded a motion to approve the Consent Calendar. The motion carried unanimously.

#### **NEW BUSINESS**

7. Approval of Resolution No. 2024-1930 Terminating Agoura Hills/Calabasas Community Center Joint Powers Agreement to Complete Land Transfer from Agoura Hills to Calabasas for the Community Center

City Attorney Summers presented the staff report.

In response to Council questions, City Attorney Summers anticipated recordation of the deed before the end of the year.

Councilmember Bozajian suggested an event commemorating the transfer and thanking the City of Agoura Hills.

The Council expressed its excitement for the transfer, thanked the City of Agoura Hills, and thanked the Community Services Department for running the Community Center.

## **MOTION**

Councilmember Bozajian moved and Councilmember Shapiro seconded a motion to adopt Resolution No. 2024-1930 terminating the Agoura Hills and Calabasas Community Center Joint Powers Authority. The motion carried unanimously.

8. Memorandum of Understanding between Calabasas and Hidden Hills for the Annexation of Craftsman Corner and for Reciprocal Library Access

City Attorney Summers presented the staff report.

The Council indicated support for the agreement.

Hidden Hills Mayor Eniko Gold reaffirmed the partnership between the City of Calabasas and Hidden Hills and looked forward to the City of Hidden Hills' action on Tuesday, October 15.

## **MOTION**

Councilmember Albrecht moved and Councilmember Shapiro seconded a motion to: 1) authorize the City Manager to execute the Memorandum of Understanding Between Calabasas and Hidden Hills for the Annexation of Craftsman Corner and for Reciprocal Library Access ("MOU"), and 2) direct and delegate authority to the City Manager to make minor revisions to the MOU to obtain the approval of the agreement by Hidden Hills, if necessary. The motion carried unanimously.

## **PUBLIC HEARING**

9. Receive Comments on the Draft application to the U.S. Department of Housing and Urban Development's Pathways to Removing Obstacles to Housing grant program

Planner Rackerby presented the staff report.

Mayor Weintraub opened the public hearing.

Michael Harrison expressed concern with the City being asked to approve affordable housing without planning or design review.

Joe Chilco expressed concern regarding fire risk and evacuation traffic; sacrifice of public participation; and objective design standards leading to box ticking due to lack of trust of Planning staff.

There being no additional speakers, Mayor Weintraub closed the public hearing.

In response to Council questions, Community Development Director Klein and City Attorney Summers explained the potential objective design standards and ministerial project approval; option for developers to pursue the normal permitting process; risk of creating objective design standards but retaining legacy code; unique application of the grant and objective design standards to housing; goal for funding to rewrite portions of the General Plan and required rewrite of the Housing Element; and reimbursement for work completed and the ability to amend the grant after award.

The Council indicated support for affordable housing; expressed concern with sacrificing the character of the community, unfettered growth and State mandates; expressed gratitude to staff for finding the grant; recognized the public's concerns; need for community workshops once funds were received; and suggested rewording the section on Page 16 regarding the lack of communities' support for new housing.

#### **MOTION**

Councilmember Shapiro moved and Mayor Pro Tem Kraut seconded a motion to receive comments and direct staff to proceed with the grant application. The motion carried unanimously.

#### **RECESS**

Mayor Weintraub called a recess at 8:07 p.m. The meeting reconvened at 8:15 p.m. with all Councilmembers present.

#### **FUTURE INFORMATION/AGENDA ITEMS**

##### **10. Direction from Council on requested agenda items**

###### **A. Direction to Staff on Development of the 2024 Legislative Platform**

Deputy City Manager McConville presented the staff report.

The Council discussed the proposed Legislative Platform.

#### **CONSENSUS**

By consensus, the Council provided direction to staff regarding the legislative platform including: retaining a high-level platform; reviewing every two

years; and not allowing the City Manager or Mayor to formally express support or oppose without prior Council review.

**B. Discussion on the Procurement of Grant Writing/Lobbyist Services**

Deputy City Manager McConville presented the staff report.

The Council discussed the need for a grant writer; primary goal to find sources of money; and issuance of a request for proposals (RFP).

City Manager Meik commended staff for bringing in grant funds through known sources; and discussed the need for outside expertise.

**MOTION**

Mayor Pro Tem Kraut moved and Councilmember Albrecht seconded a motion to direct staff to issue an RFP for grant writing/lobbyist services. The motion carried unanimously.

**11. New Requests for future information/agenda items**

Councilmember Albrecht requested consideration of renaming the Calabasas Senior Center.

**CONSENSUS**

By consensus, the Council referred the matter to the Recreation, Youth and Seniors Task Force.

**TASK FORCE REPORTS**

Mayor Pro Tem Kraut discussed his participation in the Budget Committee meeting on September 30; Walk to School on October 2; and Brandon's Village Ribbon Cutting.

Councilmember Albrecht stated he attended the Walk to School event; and announced the Valley Economic Alliance meeting on Friday, September 11, at 10 am at Peddler's Fork.

Councilmember Shapiro discussed the recent Sustainability Task Force meetings; Mayor's Youth Council meetings; PFC at Bay Laurel; SCAG meetings; and Valley Economic Alliance meeting. He wished everyone a happy new year.

Mayor Weintraub discussed her participation in the Economic Alliance Mayor's Roundtable, Walk to School Day and Bay Laurel PFC meeting.

**CITY MANAGER'S REPORT**

City Manager Meik discussed the successful Flu Clinic and plaza rental for the October 7 Attack Anniversary event. He commended the City Clerk on implementation of the use of DocuSign and transition to an agenda management system.

**INFORMATIONAL REPORTS**

None.

**ADJOURN**

Mayor Weintraub adjourned the meeting at 9:02 p.m.

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Lisa Pope, City Clerk



**CITY *of* CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** OCTOBER 14, 2024  
**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** RON AHLERS, CHIEF FINANCIAL OFFICER  
**SUBJECT:** RECEIPT OF CHECK REGISTER REPORT  
**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION:**

Receive and file the Check Register Report for the period of September 28, 2024 through October 11, 2024.

**BACKGROUND:**

Staff has prepared and submits the Check Register Report for Council information.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

Receive and file the Check Register.

**ATTACHMENTS:**

A. Check Register Report



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
Reporting Period: 09/28/2024 to 10/11/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
120709	10/9/2024	COVERED 6 LLC	SECURITY PATROL SVC 09/24	2,338.90	Administrative Services
120673	10/2/2024	MICHAEL BAKER INTERNATIONAL	CDBG ADMIN- RES REHAB	1,400.00	Administrative Services
120741	10/9/2024	VESTIS GROUP INC	UNIFORM SVC	119.36	Administrative Services
120695	10/2/2024	VESTIS GROUP INC	UNIFORM SVCS	111.61	Administrative Services
120695	10/2/2024	VESTIS GROUP INC	UNIFORM SVC	109.80	Administrative Services
120739	10/9/2024	VALLEY NEWS GROUP	NOTICE OF PUBLIC HEARING	65.00	Administrative Services
<b>Total Amount for 6 Line Item(s) from Administrative Services</b>				<b>\$4,144.67</b>	
<b>City Attorney</b>					
120715	10/9/2024	HOPKINS & CARLEY	HR LEGAL SERVICES	3,300.00	City Attorney
<b>Total Amount for 1 Line Item(s) from City Attorney</b>				<b>\$3,300.00</b>	
<b>City Council</b>					
120742	10/9/2024	WEINTRAUB/ALICIA//	REIMBURSEMENT- CELLPHONE BILL	80.00	City Council
<b>Total Amount for 1 Line Item(s) from City Council</b>				<b>\$80.00</b>	
<b>Civic Center O&amp;M</b>					
120691	10/2/2024	TUTTLE FAMILY ENTERPRISES, INC	JANITORIAL SVC	5,051.98	Civic Center O&M
120672	10/2/2024	MESA ENERGY SYSTEMS INC	CHILLER/CHILLER#2	3,255.50	Civic Center O&M
120672	10/2/2024	MESA ENERGY SYSTEMS INC	CHILLER/CHILLER#2	3,255.50	Civic Center O&M
120672	10/2/2024	MESA ENERGY SYSTEMS INC	HVAC REPAIR-TC ROOM&SEWER	585.00	Civic Center O&M
120655	10/2/2024	GROWING ROOTS	PLANT MAINT-CITY HALL	540.00	Civic Center O&M
120652	10/2/2024	G & F LIGHTING SUPPLY CO.	LIGHTS FOR BUILDING	522.97	Civic Center O&M
120720	10/9/2024	LIFTECH ELEVATOR SERVICES INC	ELEVATOR MAIN-CITYHALL/LIBRARY	205.00	Civic Center O&M
120720	10/9/2024	LIFTECH ELEVATOR SERVICES INC	ELEVATOR MAIN-CITYHALL/LIBRARY	205.00	Civic Center O&M
<b>Total Amount for 8 Line Item(s) from Civic Center O&amp;M</b>				<b>\$13,620.95</b>	
<b>Community Development</b>					
120685	10/2/2024	RRM DESIGN GROUP	ADU PLANS PJ:3280-01-PP24	8,205.00	Community Development
120735	10/9/2024	STAPLES	OFFICE SUPPLIES	98.67	Community Development
120739	10/9/2024	VALLEY NEWS GROUP	PUBLIC NOTICE	65.00	Community Development
120689	10/2/2024	STAPLES	OFFICE SUPPLIES	62.12	Community Development



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/28/2024 to 10/11/2024

Date: 10/14/2024

Time: 9:55:09AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
120735	10/9/2024	STAPLES	OFFICE SUPPLIES	21.59	Community Development
120735	10/9/2024	STAPLES	OFFICE SUPPLIES	21.29	Community Development
<b>Total Amount for 6 Line Item(s) from Community Development</b>				<b>\$8,473.67</b>	
<b>Community Services</b>					
120648	10/2/2024	F.S. CONTRACTORS, INC	WILD WALNUT CIP	397,310.31	Community Services
120680	10/2/2024	PLAYPOWER LT FARMINGTON INC	GATES CANYON/PLAYGROUND EQUIP	192,744.00	Community Services
120680	10/2/2024	PLAYPOWER LT FARMINGTON INC	GATES CANYON/PLAYGROUND EQUIP	149,387.70	Community Services
120648	10/2/2024	F.S. CONTRACTORS, INC	WILD WALNUT CIP	31,500.50	Community Services
120680	10/2/2024	PLAYPOWER LT FARMINGTON INC	GATES CANYON-ARTIF TURF	17,541.16	Community Services
120732	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 09/24	9,529.93	Community Services
120702	10/9/2024	ALLIANT INSURANCE SERVICES INC	INSURANCE FEE-SPECIAL EVENTS	6,274.00	Community Services
120729	10/9/2024	SECURAL SECURITY CORP	SOMETHING YELLOW EVENT 9/29	5,716.80	Community Services
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	5,699.20	Community Services
120737	10/9/2024	THE SAUCE CREATIVE SERVICES CO	REPRINT	5,277.50	Community Services
120725	10/9/2024	PETTY CASH	PUMPKIN FEST TICKET/PAVILLION	5,000.00	Community Services
120678	10/2/2024	PARK ASSOCIATES INC	PLAYGROUND CIP	4,729.33	Community Services
120678	10/2/2024	PARK ASSOCIATES INC	DEANZA CIP	4,635.33	Community Services
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	4,621.84	Community Services
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	3,975.30	Community Services
120734	10/9/2024	SQUARE SIGNS LLC	GATES CANYON CIP	3,721.63	Community Services
120684	10/2/2024	ROBERT HALF INC	TEMP STAFF-EXECUTIVE ASSISTANT	2,740.80	Community Services
120684	10/2/2024	ROBERT HALF INC	TEMP STAFF-EXECUTIVE ASSISTANT	2,740.80	Community Services
120675	10/2/2024	N A SYSTEMS COMPANY INC	EMERG. LIGHTING MAIN-8/24-6/25	2,300.00	Community Services
120667	10/2/2024	LEMMO/RICHARD//	INSTRUCTOR-FLAG/ULTIMATE SPORT	2,129.54	Community Services
120649	10/2/2024	FACILITRON, INC.	FACILITY RENTAL	1,835.62	Community Services
120726	10/9/2024	PHILLIPS/PEGGY//	POPOP BRANDON'S VILLAGE	1,700.00	Community Services
120630	10/2/2024	B & B PLUMBING	PLUMBING SERVICES	1,291.19	Community Services
120651	10/2/2024	FUNATIC EVENTS & ENTERTAINMENT	SPECIAL EVENT-SOMETHING YELLOW	895.00	Community Services
120719	10/9/2024	LASERZONE INC	CCC+CSD TONER	872.65	Community Services
120644	10/2/2024	DEPARTMENT OF JUSTICE	FINGERPRINT APPS	800.00	Community Services
120727	10/9/2024	RAPTOR EVENTS LLC	POPOP-BRANDON'S VILLAGES	800.00	Community Services
120677	10/2/2024	ONTARIO REFRIGERATION SVC INC	A/C REPAIRS	721.43	Community Services
120671	10/2/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	634.38	Community Services
120672	10/2/2024	MESA ENERGY SYSTEMS INC	FACILITY REPAIR-SO#110029387	615.00	Community Services
120672	10/2/2024	MESA ENERGY SYSTEMS INC	FACILITY REPAIR- SO#110029592	585.00	Community Services
120690	10/2/2024	TANENBAUM/PATTY//	CLASS INSTRUCTOR-COOKING	564.20	Community Services





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120713	10/9/2024	HIRATA/MAKIKO//	CLASS INSTRUCTOR	560.00	Community Services
120629	10/2/2024	AZTECA LANDSCAPE	LAND MAINT-08/2024 PJ:1159-17	450.00	Community Services
120629	10/2/2024	AZTECA LANDSCAPE	LANDSCAPE MAINT 09/24	450.00	Community Services
120664	10/2/2024	KOROT/KIRSTEN ALISA//	CONTRACT INSTRUCTOR-PERS DEVEL	402.15	Community Services
120670	10/2/2024	MARKOVA/ANASTASIA//	POPOP EVENTS-VILLAGE	400.00	Community Services
120687	10/2/2024	SHOEMAKER/BONNIE//	CLASS INSTRUCTOR-UCLA TRAINING	385.00	Community Services
120701	10/9/2024	ALLEN/JOHNNY D//	CONTRACT INSTRUCTOR	380.88	Community Services
120704	10/9/2024	AT&T	SERVICES-DEANZA 8/6-9/5 2024	369.46	Community Services
120682	10/2/2024	RAMACHANDRAN/PIYANOOT//	CLASS INSTRUCTOR-TASTE OF ASIA	340.20	Community Services
120698	10/2/2024	YEREVANIAN/ODILE//	CONTRACT INSTRUCTOR:MAY-JUNE	317.80	Community Services
120735	10/9/2024	STAPLES	OFFICE SUPPLIES	295.43	Community Services
120657	10/2/2024	IAM PACIFIC WELLNESS	MONTHLY EQUIPMENT MAINT	275.00	Community Services
120703	10/9/2024	ANIMAL & INSECT PEST MGMT INC	MONTHLY PEST MANAGEMENT	268.92	Community Services
120646	10/2/2024	ESGRO/DONNA BURKE//	CLASS INSTRUCTOR (JUL/AUG)	259.14	Community Services
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	247.60	Community Services
120661	10/2/2024	INNER-I ...SECURITY IN FOCUS	ALARM SERVICES	227.00	Community Services
120668	10/2/2024	LIFTECH ELEVATOR SERVICES INC	ELEVATOR MAINTENANCE-10/24	205.00	Community Services
120655	10/2/2024	GROWING ROOTS	PLANT CARE-SENIOR CENTER	205.00	Community Services
120719	10/9/2024	LASERZONE INC	CSD/PWD/COUNCIL TONER	188.87	Community Services
120645	10/2/2024	EDELSTEIN/CAROLYN//	CLASS INSTRUCTOR	178.50	Community Services
120689	10/2/2024	STAPLES	OFFICE SUPPLIES	178.09	Community Services
120638	10/2/2024	CLARK PEST CONTROL	PEST CONTROL	166.00	Community Services
120671	10/2/2024	MCCALLA COMPANY	CUSTODIAL SUPPLIES	163.68	Community Services
120693	10/2/2024	UNITED SITE SERVICES OF CA INC	MONTHLY SVC 9/6/24-10/3/24	161.90	Community Services
120654	10/2/2024	GLOBAL CUSTOM SECURITY INC	QUARTERLY ALARM MONITORING	150.00	Community Services
120721	10/9/2024	LITTLEJOHN COMMUNICATIONS INC	SVCS-DEANZA/GRAPE JUL-SEP	150.00	Community Services
120721	10/9/2024	LITTLEJOHN COMMUNICATIONS INC	SVCS-DEANZA/GRAPE JUL-SEP	150.00	Community Services
120666	10/2/2024	LAS VIRGENES MUNICIPAL WATER	WATER 07/22/24-08/22/24	81.05	Community Services
120717	10/9/2024	KATZ/LAUREN//	MILEAGE REIMBURSEMENT	50.96	Community Services
120711	10/9/2024	FERRARA/MALEA//	MILEAGE REIMBURSEMENT	49.65	Community Services
120666	10/2/2024	LAS VIRGENES MUNICIPAL WATER	WATER 07/30/24-08/29/24	7.50	Community Services

**Total Amount for 63 Line Item(s) from Community Services**

**\$876,604.92**

**Finance**

120738	10/9/2024	TYLER TECHNOLOGIES INC	ERP PRO ANNUAL FEES	63,203.60	Finance
120656	10/2/2024	HDL SOFTWARE LLC	CONT SVC PROPERTY TAX 07-10/24	2,544.36	Finance
120684	10/2/2024	ROBERT HALF INC	TEMP STAFFING-ACCT SPECIALIST	2,269.41	Finance



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120684	10/2/2024	ROBERT HALF INC	TEMP STAFFING-ACCOUNTANT	2,200.00	Finance
120728	10/9/2024	ROBERT HALF INC	TEMP STAFFING-ACCOUNTANT	2,200.00	Finance
<b>Total Amount for 5 Line Item(s) from Finance</b>				<b>\$72,417.37</b>	

**Library**

120653	10/2/2024	GALE CENGAGE LEARNING INC	LITERATURE RESOURCE CENTER	3,058.99	Library
120733	10/9/2024	SOUTHERN CALIFORNIA LIBRARY	ANNUAL MEMBERSHIP DUES 24/25	2,670.00	Library
120659	10/2/2024	INFO USA MARKETING, INC	REFERENCE SOLUTIONS	2,500.00	Library
120633	10/2/2024	BIBLIOTHECA, LLC	RFID TAGS	1,242.79	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOKS	734.05	Library
120716	10/9/2024	INGRAM LIBRARY SERVICES	BOOKS	525.60	Library
120705	10/9/2024	CANON FINANCIAL SERVICES INC	PRINTER LEASE	486.33	Library
120710	10/9/2024	CR PRINT	E-MEDIA/MOBILE AP:BOOKMARKS	352.59	Library
120643	10/2/2024	DEMCO, INC.	CRAFT & BOOK PROCESSING SUPPLI	157.24	Library
120635	10/2/2024	CANON SOLUTIONS AMERICA, INC	LIBRARY STAFFROOM PRINTER USAG	71.52	Library
120716	10/9/2024	INGRAM LIBRARY SERVICES	BOOKS	66.26	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOKS	61.83	Library
120634	10/2/2024	BLACKSTONE PUBLISHING	AUDIO BOOKS	60.39	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOKS	46.14	Library
120631	10/2/2024	BAKER & TAYLOR, LLC	BOOKS	44.83	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOKS	42.18	Library
120631	10/2/2024	BAKER & TAYLOR, LLC	BOOKS	38.95	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOKS	37.44	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	32.27	Library
120635	10/2/2024	CANON SOLUTIONS AMERICA, INC	LIBRARY CIRCUL . PRINTER USAGE	29.89	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	28.95	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	28.70	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	27.78	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	22.55	Library
120716	10/9/2024	INGRAM LIBRARY SERVICES	BOOK	20.10	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	20.01	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	18.47	Library
120631	10/2/2024	BAKER & TAYLOR, LLC	BOOK	17.61	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	17.54	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	16.73	Library
120631	10/2/2024	BAKER & TAYLOR, LLC	BOOK	15.67	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	14.88	Library



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120660	10/2/2024	INGRAM LIBRARY SERVICES	BOOK	14.28	Library
120660	10/2/2024	INGRAM LIBRARY SERVICES	CREDIT FROM INV#83533252	-4.22	Library
<b>Total Amount for 34 Line Item(s) from Library</b>				<b>\$12,518.34</b>	
<b><u>LMD #22</u></b>					
120679	10/2/2024	PARKWOOD LANDSCAPE MAINTENANCE	LAND REFURB-24734 CALLE ALTAMI	11,670.00	LMD #22
120694	10/2/2024	VENCO WESTERN, INC.	LAND MAINT-VISTA ZONE19	11,049.98	LMD #22
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	LAND MAINT-CLASSIC CALAB ZONE7	8,381.67	LMD #22
120679	10/2/2024	PARKWOOD LANDSCAPE MAINTENANCE	IRR-24740 CALLE SERRANONA	6,797.44	LMD #22
120743	10/9/2024	WESTRIDGE CALABASAS HOA	LAND MAINT/IRR	6,675.00	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	6,177.70	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	5,729.64	LMD #22
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	LAND MAINT-PALATINO ZONE14	4,994.22	LMD #22
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	LAND MAINT-VILLAS (ZONE11)	4,343.79	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	3,572.52	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	3,460.42	LMD #22
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	LAND MAINT-CCE (ZONE5)	2,634.67	LMD #22
120694	10/2/2024	VENCO WESTERN, INC.	IRR/LAND REF: VISTA P. ZONE19	2,520.00	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	2,050.32	LMD #22
120743	10/9/2024	WESTRIDGE CALABASAS HOA	LAND MAINT/IRR	1,669.68	LMD #22
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	1,569.16	LMD #22
120732	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 09/24	1,493.52	LMD #22
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	1,188.48	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	1,089.15	LMD #22
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	812.80	LMD #22
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	637.38	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	573.00	LMD #22
120732	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 09/24	550.30	LMD #22
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	498.69	LMD #22
120694	10/2/2024	VENCO WESTERN, INC.	IRR/LAND REF: VISTA P. ZONE19	480.00	LMD #22
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	IRR-LAS VILLAS ZONE 11	355.43	LMD #22
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	350.47	LMD #22
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	256.58	LMD #22
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	255.59	LMD #22
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	252.68	LMD #22
120694	10/2/2024	VENCO WESTERN, INC.	IRR- VISTA POINTE ZONE19	247.22	LMD #22
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	217.44	LMD #22



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120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	197.78	LMD #22
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	58.52	LMD #22
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	42.42	LMD #22
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	27.80	LMD #22
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	20.14	LMD #22
<b>Total Amount for 37 Line Item(s) from LMD #22</b>				<b>\$92,901.60</b>	
<b><u>LMD #24</u></b>					
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	7,803.22	LMD #24
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	1,063.06	LMD #24
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	878.35	LMD #24
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	395.31	LMD #24
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	201.85	LMD #24
<b>Total Amount for 5 Line Item(s) from LMD #24</b>				<b>\$10,341.79</b>	
<b><u>LMD #27</u></b>					
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	14.87	LMD #27
<b>Total Amount for 1 Line Item(s) from LMD #27</b>				<b>\$14.87</b>	
<b><u>LMD #32</u></b>					
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	20,643.47	LMD #32
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	13.51	LMD #32
<b>Total Amount for 2 Line Item(s) from LMD #32</b>				<b>\$20,656.98</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	10,365.77	LMD 22 - Common Benefit Area
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	LAND MAINT-CBA1 (ZONE21)	8,960.07	LMD 22 - Common Benefit Area
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	LAND MAINT-CBA5 (ZONE25)	7,120.32	LMD 22 - Common Benefit Area
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	3,524.51	LMD 22 - Common Benefit Area
120626	10/2/2024	AMERICAN HERITAGE LANDSCAPE LP	LAND MAINT-CBA4(ZONE24)	3,146.15	LMD 22 - Common Benefit Area
120732	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 09/24	2,132.37	LMD 22 - Common Benefit Area
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	579.91	LMD 22 - Common Benefit Area
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	577.37	LMD 22 - Common Benefit Area
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	447.90	LMD 22 - Common Benefit Area



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120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	398.47	LMD 22 - Common Benefit Area
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	261.52	LMD 22 - Common Benefit Area
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	35.21	LMD 22 - Common Benefit Area
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	28.39	LMD 22 - Common Benefit Area
<b>Total Amount for 13 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$37,577.96</b>	

**Media Operations**

120714	10/9/2024	HOOTSUITE INC	CONTRACTUAL SERVICES	10,000.00	Media Operations
120706	10/9/2024	CLIENTFIRST CONSULTING GRP LL	CONTRACTUAL SERVICES	4,362.50	Media Operations
120740	10/9/2024	VERIZON WIRELESS	CITY CELLPHONES 08/26-09/25	2,045.98	Media Operations
120628	10/2/2024	AT&T	PHONE BILL 08/20/24-09/19/24	1,916.39	Media Operations
120637	10/2/2024	CHARTER COMMUNICATIONS	TV SVCS &CABLE 9/19-10/18 2024	1,615.00	Media Operations
120628	10/2/2024	AT&T	PHONE BILL	1,310.62	Media Operations
120736	10/9/2024	T-MOBILE USA INC	CITY CELL PHONES	953.09	Media Operations
120627	10/2/2024	AT&T	TELEPHONE SVC 08/11-09/10 2024	599.50	Media Operations
120628	10/2/2024	AT&T	CITYHALL PHONES 8/20-9/19 2024	322.98	Media Operations
120637	10/2/2024	CHARTER COMMUNICATIONS	INTERNET CHARGES 9/19-10/18 24	256.24	Media Operations
120689	10/2/2024	STAPLES	OFFICE SUPPLIES	165.59	Media Operations
120712	10/9/2024	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	122.72	Media Operations
120722	10/9/2024	MAP COMMUNICATIONS INC	CELL CENTER SERVICES	108.89	Media Operations
120745	10/9/2024	YIN/TONY//	MISAC ANNUAL CONFERENCE 2024	91.87	Media Operations
120637	10/2/2024	CHARTER COMMUNICATIONS	SPECTRUM SVCS 09/14-10/13 2024	51.56	Media Operations
120689	10/2/2024	STAPLES	OFFICE SUPPLIES	12.36	Media Operations
120689	10/2/2024	STAPLES	DEPT SUPPLIES	7.65	Media Operations
<b>Total Amount for 17 Line Item(s) from Media Operations</b>				<b>\$23,942.94</b>	

**Non-Departmental - Finance**

120705	10/9/2024	CANON FINANCIAL SERVICES INC	PRINTER LEASE	1,678.04	Non-Departmental - Finance
120708	10/9/2024	CORODATA RECORDS MANAGEMENT,	RECORDS MANAGEMENT 09/24	1,181.59	Non-Departmental - Finance
120635	10/2/2024	CANON SOLUTIONS AMERICA, INC	CH UPSTAIRS COPY ROOM PRINTER	451.70	Non-Departmental - Finance
120635	10/2/2024	CANON SOLUTIONS AMERICA, INC	LMD PRINTER USAGE	288.81	Non-Departmental - Finance
120735	10/9/2024	STAPLES	KITCHEN SUPPLIES	262.97	Non-Departmental - Finance
120707	10/9/2024	CONEJO AWARDS	EMPLOYEE AWARDS	121.47	Non-Departmental - Finance
120635	10/2/2024	CANON SOLUTIONS AMERICA, INC	SENIOR CENTER PRINTER USAGE	118.42	Non-Departmental - Finance
120635	10/2/2024	CANON SOLUTIONS AMERICA, INC	B & S PRINTER USAGE	91.86	Non-Departmental - Finance
120710	10/9/2024	CR PRINT	BUSINESS CARDS	88.15	Non-Departmental - Finance



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
Reporting Period: 09/28/2024 to 10/11/2024

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
120735	10/9/2024	STAPLES	KITCHEN SUPPLIES	86.29	Non-Departmental - Finance
120635	10/2/2024	CANON SOLUTIONS AMERICA, INC	DEANZA PRINTER USAGE	52.78	Non-Departmental - Finance
120707	10/9/2024	CONEJO AWARDS	EMPLOYEE NAME BADGES	22.02	Non-Departmental - Finance
120707	10/9/2024	CONEJO AWARDS	EMPLOYEE NAME BADGES	22.02	Non-Departmental - Finance
120735	10/9/2024	STAPLES	KITCHEN SUPPLIES REFUND	-23.96	Non-Departmental - Finance
<b>Total Amount for 14 Line Item(s) from Non-Departmental - Finance</b>				<b>\$4,442.16</b>	
<b>Police / Fire / Safety</b>					
120665	10/2/2024	L.A. CO. DEPT. OF ANIMAL CARE	08/24 ANIMAL CARE/CONTROL	9,359.54	Police / Fire / Safety
120665	10/2/2024	L.A. CO. DEPT. OF ANIMAL CARE	07/24 ANIMAL CARE/CONTROL	6,460.59	Police / Fire / Safety
120744	10/9/2024	WILLIAM R. DUNABLE	RADAR/LIDAR CERTIFICATION	95.00	Police / Fire / Safety
<b>Total Amount for 3 Line Item(s) from Police / Fire / Safety</b>				<b>\$15,915.13</b>	
<b>Public Safety &amp; Emergency Preparedness</b>					
120724	10/9/2024	PARK ASSOCIATES INC	CREEKSIDE PLAYGROUND SURFACING	37,330.00	Public Safety & Emergency Preparedness
120724	10/9/2024	PARK ASSOCIATES INC	HIGHLANDS PARK PLAYGR. RESURF	25,917.00	Public Safety & Emergency Preparedness
120642	10/2/2024	COURTYARD PHARMACY	CLINIC	6,650.00	Public Safety & Emergency Preparedness
120650	10/2/2024	FEHLER/PETER M//	FIREWISE SERVICES-CONSULTING	5,000.00	Public Safety & Emergency Preparedness
120735	10/9/2024	STAPLES	SPEC DEPT SUPPLIES	113.64	Public Safety & Emergency Preparedness
120735	10/9/2024	STAPLES	OFFICE SUPPLIES	13.56	Public Safety & Emergency Preparedness
120735	10/9/2024	STAPLES	OFFICE SUPPLIES	6.78	Public Safety & Emergency Preparedness
120735	10/9/2024	STAPLES	OFFICE SUPPLIES REFUND	-6.78	Public Safety & Emergency Preparedness
<b>Total Amount for 8 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$75,024.20</b>	
<b>Public Works</b>					
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	25,701.65	Public Works
120669	10/2/2024	M6 CONSULTING, INC.	CONTRACTUAL SVC PJ:208-23	5,520.00	Public Works
120641	10/2/2024	COUNTY OF LOS ANGELES	INDUSTRIAL WASTE INSPECTIONS	4,246.41	Public Works
120662	10/2/2024	ISSAKHANI/MARINA//	SOLID WASTE PROGRAM CONTR SVCS	2,340.00	Public Works
120676	10/2/2024	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING (MEDIANS)	1,901.00	Public Works
120697	10/2/2024	WILLDAN ASSOCIATES INC.	CONTRACTUAL SVCS	1,862.00	Public Works
120639	10/2/2024	CONVERSE CONSULTANTS	GREEN STREET PROJECT	1,744.50	Public Works
120718	10/9/2024	LAS VIRGENES MUNICIPAL WATER	WATER 08/24-09/24	971.55	Public Works
120676	10/2/2024	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL (MEDIANS)	935.00	Public Works
120676	10/2/2024	NEWBURY PARK TREE SERVICE INC	PEST ABATEMENT(MEDIANS)	851.00	Public Works



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
120732	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 09/24	315.40	Public Works
120697	10/2/2024	WILLDAN ASSOCIATES INC.	CONTRACTUAL SERVICES	227.00	Public Works
120697	10/2/2024	WILLDAN ASSOCIATES INC.	CONTRACTUAL SERVICES	200.00	Public Works
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	154.68	Public Works
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	133.02	Public Works
120692	10/2/2024	UNDERGROUND SERVICE ALERT	NEW TICKET CHARGES SEPT 24	84.00	Public Works
120689	10/2/2024	STAPLES	CARWASH PERMIT CERT(CARDSTOCK)	58.57	Public Works
120692	10/2/2024	UNDERGROUND SERVICE ALERT	2023 TICKET FEES	36.19	Public Works
120689	10/2/2024	STAPLES	LAMINATION SHEETS/OFF.SUPPLIES	31.73	Public Works
120689	10/2/2024	STAPLES	LAMINATION SHEETS/OFF.SUPPLIES	20.24	Public Works

**Total Amount for 20 Line Item(s) from Public Works**

**\$47,333.94**

**Recoverable / Refund / Liability**

120686	10/2/2024	SFV SYMPHONY ORCHESTRA	SEC DEPOSITS 78119813_78119791	243.00	Recoverable / Refund / Liability
120686	10/2/2024	SFV SYMPHONY ORCHESTRA	SEC DEPOSITS 78119813_78119791	242.00	Recoverable / Refund / Liability
120699	10/2/2024	YOON/EDWARD//	SHUTTLE TICKET/PASS REFUND	154.00	Recoverable / Refund / Liability
120683	10/2/2024	RIDGE/BRIAN//	REFUND FOR PERMIT BS2401294	64.92	Recoverable / Refund / Liability

**Total Amount for 4 Line Item(s) from Recoverable / Refund / Liability**

**\$703.92**

**Tennis & Swim Center**

120652	10/2/2024	G & F LIGHTING SUPPLY CO.	LED LIGHTS	30,455.78	Tennis & Swim Center
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	8,796.48	Tennis & Swim Center
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRICITY 06/24-07/24	8,722.67	Tennis & Swim Center
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/16/24-09/16/24	8,721.51	Tennis & Swim Center
120676	10/2/2024	NEWBURY PARK TREE SERVICE INC	LAND MAIN-T&S 08/24(CITYPARKS)	4,499.12	Tennis & Swim Center
120677	10/2/2024	ONTARIO REFRIGERATION SVC INC	HVAC REPAIRS	3,013.00	Tennis & Swim Center
120677	10/2/2024	ONTARIO REFRIGERATION SVC INC	HVAC REPAIRS	2,636.00	Tennis & Swim Center
120632	10/2/2024	BARRY KAY ENTERPRISES, INC.	STAFF UNIFORMS	1,435.22	Tennis & Swim Center
120640	10/2/2024	COOKSEY'S LIFEGUARD & SWIM	LIFEGUARDS	1,302.41	Tennis & Swim Center
120723	10/9/2024	ONTARIO REFRIGERATION SVC INC	HVAC REPAIRS	1,217.00	Tennis & Swim Center
120696	10/2/2024	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	942.64	Tennis & Swim Center
120696	10/2/2024	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	691.32	Tennis & Swim Center
120696	10/2/2024	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	613.05	Tennis & Swim Center
120630	10/2/2024	B & B PLUMBING	PLUMBING REPAIR	602.50	Tennis & Swim Center
120647	10/2/2024	F.L.C. INC	BACKFLOW TESTING	562.00	Tennis & Swim Center
120696	10/2/2024	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	532.54	Tennis & Swim Center



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
120696	10/2/2024	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	500.98	Tennis & Swim Center
120696	10/2/2024	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	449.91	Tennis & Swim Center
120657	10/2/2024	IAM PACIFIC WELLNESS	FITNESS REPAIRS	389.07	Tennis & Swim Center
120638	10/2/2024	CLARK PEST CONTROL	PEST CONTROL	359.00	Tennis & Swim Center
120657	10/2/2024	IAM PACIFIC WELLNESS	FITNESS REPAIRS	275.00	Tennis & Swim Center
120657	10/2/2024	IAM PACIFIC WELLNESS	FITNESS REPAIRS	275.00	Tennis & Swim Center
120681	10/2/2024	QUENCH USA, INC.	WATER SERVICES 9/1-11/30 2024	216.82	Tennis & Swim Center
120661	10/2/2024	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING OCT-DEC 2024	81.00	Tennis & Swim Center
<b>Total Amount for 24 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$77,290.02</b>	
<b>Transportation</b>					
120658	10/2/2024	IDEAL GENERAL SERVICES, INC.	DIAL A RIDE SEPT 24	15,636.00	Transportation
120658	10/2/2024	IDEAL GENERAL SERVICES, INC.	MICROTRANSIT 09/2024	6,049.00	Transportation
120700	10/2/2024	YUNEX LLC	TRAFFIC SIGNAL MAINT	3,888.00	Transportation
120688	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	2,936.64	Transportation
120663	10/2/2024	KIMLEY-HORN AND ASSOCIATES	CONTRACTUAL SERVICES	2,492.50	Transportation
120636	10/2/2024	CF UNITED LLC	PUBLIC TRANSIT FUELING	2,214.69	Transportation
120731	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/24-09/24	2,008.88	Transportation
120730	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 06/24-07/24	1,508.72	Transportation
120674	10/2/2024	MNS ENGINEERS INC	WEST CALABASAS RD PROJECT	560.00	Transportation
120719	10/9/2024	LASERZONE INC	CSD/PWD/COUNCIL TONER	377.75	Transportation
120732	10/9/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 09/24	368.65	Transportation
120719	10/9/2024	LASERZONE INC	CSD/PWD/COUNCIL TONER	257.87	Transportation
120674	10/2/2024	MNS ENGINEERS INC	OLD TOPANGA/MULHOLLAND	175.00	Transportation
120641	10/2/2024	COUNTY OF LOS ANGELES	TRAFFIC SIGNAL/UTILITIES	52.06	Transportation
<b>Total Amount for 14 Line Item(s) from Transportation</b>				<b>\$38,525.76</b>	
<b>GRAND TOTAL for 286 Line Items</b>				<b>\$1,435,831.19</b>	





# Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 09/28/2024 to 10/11/2024

Date: 10/14/2024

Time: 10:11:13AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Tennis &amp; Swim Center</b>					
14936	10/2/2024	BLUE SHIELD OF CA	TS MEDICAL INSURANCE	12,358.92	Tennis & Swim Center
14941	10/2/2024	SOUTHERN CALIFORNIA EDISON	ELECTRIC 08/16/24-09/16/24	8,721.52	Tennis & Swim Center
14940	10/2/2024	NEWBURY PARK TREE SERVICE INC	LAND MAIN-T&S 08/24(CITYPARKS)	4,499.12	Tennis & Swim Center
14945	10/9/2024	PHILADELPHIA INSURANCE	LEAGUE/CAMP INSURANCE	3,323.50	Tennis & Swim Center
14947	10/9/2024	POMS & ASSOCIATES INSURANCE	LIAB INS TOP SEED 10/24-10/25	2,094.00	Tennis & Swim Center
14944	10/9/2024	COLLINS COMPANY	TENNIS SUPPLIES	1,430.61	Tennis & Swim Center
14942	10/2/2024	TECNIFIBRE USA INC	TENNIS BALLS	1,162.89	Tennis & Swim Center
14938	10/2/2024	ICW GROUP	TS WC INSURANCE	963.33	Tennis & Swim Center
14939	10/2/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	955.06	Tennis & Swim Center
14939	10/2/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	667.93	Tennis & Swim Center
14939	10/2/2024	MCCALLA COMPANY	JANITORIAL SUPPLIES	435.96	Tennis & Swim Center
14936	10/2/2024	BLUE SHIELD OF CA	TS DENTAL INSURANCE	396.00	Tennis & Swim Center
14937	10/2/2024	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	313.62	Tennis & Swim Center
14943	10/9/2024	CANON FINANCIAL SERVICES INC	PRINTER LEASE	215.31	Tennis & Swim Center
14946	10/9/2024	PITNEY BOWES	POSTAGE	153.64	Tennis & Swim Center
14935	10/2/2024	ADP, INC	TIME CLOCK	99.37	Tennis & Swim Center
<b>Total Amount for 16 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$37,790.78</b>	
<b>GRAND TOTAL for 16 Line Items</b>				<b>\$37,790.78</b>	



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:           OCTOBER 14, 2024**

**TO:             HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:          RON AHLERS, CHIEF FINANCIAL OFFICER**

**SUBJECT:       QUARTERLY INVESTMENT REPORT FOR QUARTER ENDING  
                  SEPTEMBER 30, 2024**

**MEETING      OCTOBER 23, 2024**  
**DATE:**

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**SUMMARY RECOMMENDATION:**

Staff recommends the City Council receive and file the quarterly investment report for the quarter ending September 30, 2024.

**BACKGROUND:**

The City's Investment Policy states:

*The City Treasurer shall review and render quarterly reports to the City Manager and City Council in compliance with California Government Code Section 53646(b). These reports will include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, the current market value and accrued interest due for all securities.*

California Government Code Section 53646 states:

*(b) (1) The treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, the internal auditor, and the legislative body of the local agency. The quarterly report shall be so submitted within **45 days** following the end of the quarter covered by*

*the report. Except as provided in subdivisions (e) and (f), this report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.*

*(2) The quarterly report shall state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance.*

*(3) The quarterly report shall include a statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.*

## **DISCUSSION/ANALYSIS:**

### Cash Flow Declaration

Per State of California Government Code section 53646(b)(3) and Item 11.0 of the City of Calabasas Investment Policy, the City is required to have enough cash on hand to meet the City's cash flow demands for at least six (6) months. The City of Calabasas' investment portfolio has the ability to meet that demand.

### Compliance Declaration

Per State of California Government Code Section 53646(b)(2), the City of Calabasas' investment portfolio complies with the City's Investment Policy.

This past quarter, July 1, 2024 to September 30, 2024, the City had 13 investments mature or called back with principal of about \$4.0 million and a yield of about 4.3%. The City purchased about \$917,000 in securities with a weighted average yield above 3.5% and average maturity of 52 months {over four years}.

## **FISCAL IMPACT/SOURCE OF FUNDING:**

None.

**REQUESTED ACTION:**

City Council receive and file the quarterly investment report.

**ATTACHMENTS:**

A. Quarterly Investment Report for September 30, 2024

CITY of CALABASAS  
**QUARTERLY INVESTMENT REPORT**

For the Quarter Ending September 30, 2024

LIST of INVESTMENTS

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
Cash	Bank of America ~ City Account			2,062,488.04			2,062,488.04				2,062,488.04	
Cash	Bank of America ~ Payroll Account			0.00			0.00				0.00	
Cash	Bank of America ~ Tennis & Swim Account			1,350,493.74			1,350,493.74				1,350,493.74	
Cash	Bank of America ~ Las Virgenes Parking Authority Account			43,828.20			43,828.20				43,828.20	
Pool	California Local Agency Investment Fund (LAIF)			1,945,473.63			1,945,473.63		4.550 %		1,945,473.63	
Cash	UBS Deposit Account			578,148.27			578,148.27	0.100 %			29,216.76	
Cash	UBS Select Government Institutional Fund			3,259,308.24			3,259,308.24	5.210 %			4,501,684.14	
Cash	FNC Dreyfus Government Cash			1,551,815.63			1,551,815.63	5.020 %			1,561,065.12	
CD	Morgan Stanley Bank	61690ULQ1	12-10-2019	245,000.00	798.43	(764.40)	245,034.03	1.950 %	2.018 %	10-10-2024	244,774.60	2,264.41
CD	Lone Star Capital Bank	542249BQ9	04-10-2023	245,000.00			245,000.00	4.750 %	4.750 %	10-10-2024	245,004.90	637.67
CD	Wells Fargo	949763L95	12-10-2019	245,000.00	316.49	353.34	245,669.83	2.050 %	2.019 %	10-17-2024	244,696.20	178.87
CD	Greenstate Credit Union	39573LDX3	04-28-2023	245,000.00			245,000.00	4.950 %	4.950 %	10-28-2024	245,078.40	963.56
CD	Workers FCU	98198MBQ2	04-28-2023	245,000.00			245,000.00	5.000 %	5.000 %	10-28-2024	245,058.80	67.13
CD	Morgan Stanley Private Bank	61760A383	12-10-2019	245,000.00	255.07	(1,372.00)	243,883.07	1.900 %	2.019 %	11-20-2024	243,983.25	1,696.20
CD	Altra Federal Credit Union	02208XAD5	06-09-2023	240,000.00			240,000.00	5.250 %	5.250 %	12-09-2024	240,242.40	724.93
CD	BellCo Credit Union	07833EAK3	01-26-2023	245,000.00			245,000.00	5.000 %	5.000 %	01-27-2025	245,306.25	134.23
CD	Spokane Teachers Credit Union	849061AC0	07-28-2023	245,000.00			245,000.00	5.450 %	5.450 %	01-28-2025	245,793.80	75.85
CD	General Electric Credit Union	369674CC8	07-29-2022	245,000.00			245,000.00	3.450 %	3.450 %	01-29-2025	244,066.55	671.56
CD	Direct FCU	25460FDN3	08-09-2022	245,000.00			245,000.00	3.250 %	3.250 %	02-10-2025	243,824.00	458.12
CD	Technology Credit Union	87868YAJ2	02-24-2023	245,000.00			245,000.00	5.000 %	5.000 %	02-24-2025	245,362.60	973.29
CD	American Express National Bank	02589AB27	03-24-2020	240,000.00			240,000.00	1.100 %	1.100 %	03-24-2025	236,119.20	43.39
CD	UBS Bank	90348JTH3	03-25-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	236,265.60	41.08
CD	BMW Bank	05580AVR2	03-26-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	236,253.60	32.88
CD	Live Oak Banking Company	538036LD4	03-31-2020	240,000.00			240,000.00	1.400 %	1.400 %	03-31-2025	236,366.40	266.95
CD	Celtic Bank	15118RUR6	04-02-2020	240,000.00			240,000.00	1.350 %	1.350 %	04-02-2025	236,263.20	248.54
CD	Discover Bank	254673A22	04-02-2020	245,000.00			245,000.00	1.550 %	1.550 %	04-02-2025	241,430.35	1,883.14
CD	R.I.A. Federal Credit Union	749622BL9	10-04-2023	245,000.00			245,000.00	5.650 %	5.650 %	04-04-2025	246,465.10	986.04
CD	Capital One Bank (USA)	14042TDD6	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	241,396.05	1,879.44
CD	Capital One National Associatio	14042RPG0	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	241,396.05	1,879.44
CD	Veridian Credit Union	92348DAC3	04-24-2023	245,000.00			245,000.00	4.800 %	4.800 %	04-24-2025	245,529.20	934.35
CD	Utah Community Credit Union	917352AB2	04-26-2023	245,000.00			245,000.00	4.800 %	4.800 %	04-28-2025	245,585.55	128.87
CD	State Bank of India	856285TF8	04-29-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-29-2025	241,072.65	1,653.92
CD	Baxter Credit Union	07181JAF1	02-07-2024	249,000.00	225.12	(7,470.00)	241,755.12	3.300 %	5.540 %	06-30-2025	247,296.84	45.02
CD	Freedom First Credit Union	35638CAJ8	07-12-2023	245,000.00			245,000.00	5.000 %	5.000 %	07-14-2025	246,526.35	604.11
CD	California Credit Union	130162AW0	07-19-2023	243,000.00			243,000.00	5.400 %	5.400 %	07-21-2025	245,233.17	2,624.40
CD	Farmers Insurance Group Federal	30960QAR8	07-26-2023	245,000.00			245,000.00	5.400 %	5.400 %	07-28-2025	247,484.30	72.49
CD	Synchrony Bank	87164XN51	07-29-2022	245,000.00			245,000.00	3.400 %	3.400 %	07-29-2025	243,427.10	1,437.78
CD	Beal Bank	07371DEA1	08-03-2022	245,000.00			245,000.00	3.200 %	3.200 %	07-30-2025	243,035.10	1,245.81
CD	GESA Federal Credit Union	37424PAG9	07-31-2023	245,000.00			245,000.00	5.500 %	5.500 %	07-31-2025	247,719.50	0.00
CD	Sallie Mae Bank	795451CB7	08-10-2022	245,000.00			245,000.00	3.350 %	3.350 %	08-11-2025	243,348.70	1,146.80
CD	Medallion Bank	58404DQF1	08-15-2022	245,000.00			245,000.00	3.250 %	3.250 %	08-15-2025	243,125.75	1,003.49
CD	Connexus CU	20825WAZ3	08-15-2022	245,000.00			245,000.00	3.400 %	3.400 %	08-15-2025	243,552.05	0.00
CD	Connexus CU	20825WAZ3	08-15-2022	245,000.00			245,000.00	3.400 %	3.400 %	08-15-2025	243,552.05	0.00
CD	EagleBank	27002YFE1	08-18-2022	245,000.00			245,000.00	3.300 %	3.300 %	08-18-2025	243,331.55	265.80

CITY of CALABASAS  
**QUARTERLY INVESTMENT REPORT**

For the Quarter Ending September 30, 2024

LIST of INVESTMENTS

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
CD	Centris Federal Credit Union	15643VAE2	09-22-2023	245,000.00			245,000.00	5.600 %	5.600 %	09-22-2025	248,812.20	300.71
CD	Clearview Federal Credit Union	18508CAB8	09-29-2023	245,000.00			245,000.00	5.550 %	5.550 %	09-29-2025	248,819.55	37.25
CD	AmeriCU Credit Union	03065QAR9	10-12-2023	245,000.00			245,000.00	5.700 %	5.700 %	10-14-2025	249,373.25	688.69
CD	Capital Educators Credit Union	14008LAD8	04-19-2023	245,000.00			245,000.00	4.600 %	4.600 %	10-20-2025	246,666.00	61.76
CD	Rockland Federal Credit Union	77357DAA6	10-18-2023	245,000.00			245,000.00	5.750 %	5.750 %	10-20-2025	249,334.05	463.15
CD	NOVA UA Federal Credit Union	66989WAB1	12-22-2023	245,000.00			245,000.00	5.150 %	5.150 %	12-22-2025	248,618.65	276.55
CD	Assemblies of God Credit Union	044936AE2	12-28-2023	245,000.00			245,000.00	4.900 %	4.900 %	03-30-2026	248,589.25	65.78
CD	Members First Credit Union	58588NAA5	10-04-2023	245,000.00			245,000.00	5.600 %	5.600 %	04-06-2026	251,259.75	977.32
CD	Great Lakes Credit Union	390602AB6	06-16-2023	240,000.00			240,000.00	4.900 %	4.900 %	06-16-2026	244,192.80	451.07
CD	Ally Bank	02007GXX3	08-04-2022	245,000.00			245,000.00	3.450 %	3.450 %	08-04-2026	243,275.20	1,319.98
CD	Connex Federal Credit Union	208212BE9	09-29-2023	245,000.00			245,000.00	5.550 %	5.550 %	09-29-2026	253,232.00	37.26
CD	Hughes Federal Credit Union	444425AE2	09-29-2023	245,000.00			245,000.00	5.350 %	5.350 %	09-29-2026	252,291.20	35.91
CD	Lafayette Federal Credit Union	50625LBW2	12-13-2023	245,000.00			245,000.00	4.900 %	4.900 %	12-14-2026	250,693.80	559.14
CD	Dort Financial Credit Union	25844MBA5	06-20-2023	245,000.00			245,000.00	4.750 %	4.750 %	06-21-2027	251,029.45	318.84
CD	First Federal Savings & Loan	32023HBT4	06-28-2024	248,000.00			248,000.00	5.250 %	5.250 %	06-28-2027	252,615.28	71.34
CD	First Financial Bank	32022RSG3	08-01-2022	245,000.00			245,000.00	3.300 %	3.300 %	08-02-2027	241,729.25	642.36
CD	Comenity Bank	981993EL8	08-10-2022	200,000.00			200,000.00	3.500 %	3.500 %	08-10-2027	196,528.00	517.80
CD	Generations Community FCU	37148LAK4	08-15-2024	248,000.00			248,000.00	4.350 %	4.350 %	08-16-2027	251,739.84	443.34
CD	Department of Commerce FCU	24951TAW5	09-18-2023	100,000.00	260.27	(2,000.00)	98,260.27	5.000 %	5.534 %	11-30-2027	103,702.00	0.00
CD	USAlliance Federal Credit Union	90352RCZ6	04-28-2023	245,000.00			245,000.00	4.650 %	4.650 %	04-28-2028	253,160.95	62.42
CD	Leaders Credit Union	52171MAJ4	06-30-2023	245,000.00			245,000.00	5.000 %	5.000 %	06-30-2028	256,907.00	0.00
CD	CY-Fair Federal Credit Union	23248UAC1	07-14-2023	245,000.00			245,000.00	5.300 %	5.300 %	07-14-2028	248,229.10	569.21
CD	Neighbors Federal Credit Union	64017ABA1	07-26-2023	245,000.00			245,000.00	5.000 %	5.000 %	07-26-2028	257,279.40	134.25
CD	Numerica Credit Union	67054NBK8	07-31-2023	245,000.00			245,000.00	5.100 %	5.100 %	07-31-2028	258,220.20	0.00
CD	NorthEast Bank	66405SEW6	09-24-2024	245,000.00			245,000.00	3.850 %	3.850 %	09-25-2028	247,751.35	155.05
CD	Advia Credit Union	00782JAC6	09-27-2023	245,000.00			245,000.00	5.000 %	5.000 %	09-27-2028	258,190.80	100.68
CD	Empower Federal Credit Union	291916AB0	09-29-2023	245,000.00			245,000.00	5.100 %	5.100 %	09-29-2028	259,131.60	684.66
CD	Essential Federal Credit Union	29669XAU2	09-29-2023	245,000.00			245,000.00	5.100 %	5.100 %	09-29-2028	259,131.60	34.22
CD	Guardian Credit Union	40135GAA6	09-29-2023	245,000.00			245,000.00	5.100 %	5.100 %	09-29-2028	259,131.60	34.23
CD	Alliant Credit Union	01882MAH5	11-15-2023	248,000.00			248,000.00	5.350 %	5.350 %	11-15-2028	264,978.08	545.26
CD	Jeanne D Arc FCU	472207AJ8	07-31-2024	249,000.00			249,000.00	4.300 %	4.300 %	07-31-2029	256,345.50	0.00
Corp	JP Morgan Chase	46625HKC3	03-23-2020	500,000.00	2,604.17	(12,850.00)	489,754.17	3.125 %	3.710 %	01-23-2025	497,170.00	2,908.00
Corp	Barclays Bank PLC	06747PKV0	04-08-2020	500,000.00			500,000.00	3.250 %	3.250 %	04-08-2025	492,835.00	7,763.89
Corp	Bank of America	06048WK82	03-04-2021	1,000,000.00	633.33	(17,800.00)	982,833.33	0.600 %	1.115 %	01-26-2026	942,270.00	1,333.30
Corp	IBM	459200JG7	03-16-2021	400,000.00	1,035.00	40,984.00	442,019.00	3.450 %	1.296 %	02-19-2026	395,892.00	1,571.67
Corp	Apple	037833BY5	03-15-2021	745,000.00	1,479.65	73,606.00	820,085.65	3.250 %	1.083 %	02-23-2026	738,332.25	2,488.51
Corp	Exxon	30231GAT9	03-16-2021	350,000.00	443.77	30,380.00	380,823.77	3.043 %	1.144 %	03-01-2026	345,751.00	857.96
Corp	Caterpillar Financial Services	14913R2K2	03-04-2021	1,000,000.00	75.00	(2,350.00)	997,725.00	0.900 %	0.948 %	03-02-2026	958,980.00	700.00
Corp	Lowe's	540424AS7	04-30-2021	750,000.00	2,265.63	85,500.00	837,765.63	3.750 %	1.230 %	04-01-2026	745,665.00	13,984.35
Corp	BP Capital Markets Americas	10373QAT7	05-05-2021	1,500,000.00	129.96	126,675.00	1,626,804.96	3.119 %	1.365 %	05-04-2026	1,477,200.00	18,973.95
Corp	Bank of America	06048WL99	05-14-2021	1,500,000.00			1,500,000.00	1.400 %	1.400 %	05-14-2026	1,418,310.00	7,933.33
Corp	Morgan Stanley	61761J3R8	06-06-2022	300,000.00	3,359.38	(6,510.00)	296,849.38	3.125 %	3.694 %	07-27-2026	294,627.00	1,640.63
Corp	JP Morgan Chase	48128G6L9	03-28-2022	962,000.00	336.70	(2,405.00)	959,931.70	3.150 %	3.205 %	03-24-2027	934,486.80	505.05
Corp	Entergy Arkansas	29364DAV2	02-22-2024	525,000.00	4,725.00	(17,755.50)	511,969.50	4.000 %	4.884 %	06-01-2028	521,991.75	6,941.67
Corp	Toyota Motor Credit	89236TLN3	01-22-2024	1,000,000.00			1,000,000.00	5.000 %	5.000 %	01-22-2029	998,480.00	9,444.44
Corp	Philip Morris International	718172DG1	02-20-2024	700,000.00	663.54	(2,646.00)	698,017.54	4.875 %	4.961 %	02-13-2029	717,290.00	4,455.21

CITY of CALABASAS  
**QUARTERLY INVESTMENT REPORT**

For the Quarter Ending September 30, 2024

LIST of INVESTMENTS

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
FHLB	Federal Home Loan Bank	3130AXDU9	10-18-2023	1,000,000.00		(9,570.00)	990,430.00	5.000 %	5.220 %	10-18-2028	1,000,400.00	22,500.00
FHLB	Federal Home Loan Bank	3130B14U8	04-30-2024	500,000.00			500,000.00	5.250 %	5.250 %	04-27-2029	507,200.00	10,937.50
MUNI	San Francisco Airports	79766DLK3	04-30-2024	185,000.00	3,495.47	(6,652.60)	181,842.87	3.800 %	5.107 %	05-01-2027	184,075.00	2,909.64
MUNI	Chino Revenue Taxable Bonds	16954BFN9	04-30-2024	195,000.00	636.93	(17,943.90)	177,693.03	1.993 %	5.022 %	09-01-2027	184,360.80	313.07
MUNI	San Jose Airports	798136XX0	04-30-2024	255,000.00	786.52	(28,687.50)	227,099.02	1.882 %	5.151 %	03-01-2028	237,157.65	386.59
MUNI	Jefferson School District GO	47243OEJ2	05-30-2024	390,000.00		(74,813.70)	315,186.30	1.882 %	5.174 %	08-01-2028	334,304.10	0.00
MUNI	Norris School District GO	656347ES6	06-28-2024	285,000.00	1,980.70	(32,632.50)	254,348.20	1.702 %	4.818 %	08-01-2028	261,299.40	794.98
MUNI	San Jose RDA Successor	798170AL0	05-30-2024	500,000.00	5,164.93	(35,680.00)	469,484.93	1.882 %	5.043 %	08-01-2028	487,070.00	2,560.76
MUNI	Beaumont Public Improvement	074429BH3	06-27-2024	500,000.00	2,890.33	(57,450.00)	445,440.33	1.794 %	4.866 %	09-01-2028	458,525.00	722.58
MUNI	Encinitas Lease Revenue Taxabl	292521GS4	05-30-2024	130,000.00	353.67	(17,186.00)	113,167.67	1.882 %	5.096 %	10-01-2028	118,813.50	1,073.01
MUNI	San Francisco Water Revenue	79765RP37	05-31-2024	650,000.00	1,760.42	(44,915.00)	606,845.42	1.882 %	5.013 %	11-01-2028	633,347.00	8,743.40
MUNI	California State Dept Water	13067WRF1	06-11-2024	200,000.00	73.28	(27,918.00)	172,155.28	1.319 %	4.827 %	12-01-2028	180,900.00	872.01
MUNI	Anaheim Lease Revenue	03255LJF7	07-31-2024	420,000.00	652.40	(48,426.00)	372,226.40	1.864 %	4.504 %	07-01-2029	380,625.00	1,935.45
				<b>43,938,555.75</b>	<b>37,401.16</b>	<b>(118,299.76)</b>	<b>43,857,657.15</b>				<b>44,307,533.74</b>	<b>172,108.74</b>

**SECTION 115 TRUST**

									Investment Return Percentage	
		Inception Date	Beginning Balance	Contributions	Earnings	Expenses	Distribution s	Ending Balance	five Months	from Inception
PARS	US Bank	OPEB	04-16-2024	0.00	250,000.00	21,152.25	(427.86)	270,724.39	8.20 %	8.20 %
PARS	US Bank	PENSION	04-16-2024	0.00	2,000,000.00	169,218.01	(3,422.99)	2,165,795.02	8.20 %	8.20 %
				<b>2,250,000.00</b>				<b>2,436,519.41</b>		

The Earnings & Expenses are from inception (April 16, 2024) to August 31, 2024 (latest statement available)

**QUARTERLY INVESTMENT REPORT**

For the Quarter Ending September 30, 2024

**INVESTMENTS CALLED / MATURED / SOLD**

Secur-ity	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/ (Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Sold Date	Sold Price	Maturity Date
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**INVESTMENTS CALLED BACK by ISSUER**

Zero investments CALLED BACK by ISSUER this quarter

**INVESTMENTS MATURED**

Corp	Walt Disney	254687CZ7	03-23-2020	300,000.00	246.67	6,348.00	306,594.67	3.700 %	3.189 %	09-15-2024	300,000.00	09-15-2024
Treasur	United States of Americ	91282CCX7	03-30-2022	1,000,000.00	152.85	(50,780.00)	949,372.85	0.375 %	2.517 %	09-15-2024	1,000,000.00	09-15-2024
CD	INSBank	45776NEY8	08-05-2022	245,000.00			245,000.00	3.150 %	3.150 %	08-05-2024	245,000.00	08-05-2024
CD	Barclays Bank	06740KRC3	08-10-2022	245,000.00			245,000.00	3.300 %	3.300 %	08-12-2024	245,000.00	08-12-2024
CD	Austin Telco FCU	052392BM8	08-12-2022	245,000.00			245,000.00	3.400 %	3.400 %	08-12-2024	245,000.00	08-12-2024
CD	Triad Business Bank	89580DAK8	08-12-2022	245,000.00			245,000.00	3.100 %	3.100 %	08-12-2024	245,000.00	08-12-2024
CD	Charles Schwab Bank	15987UAX6	03-23-2023	245,000.00			245,000.00	5.350 %	5.350 %	09-23-2024	245,000.00	09-23-2024
CD	First Source Federal Cre	33651FAK5	06-15-2023	240,000.00			240,000.00	5.400 %	5.400 %	09-16-2024	240,000.00	09-16-2024
CD	Western Alliance Bank	95763PNZ0	07-07-2023	236,000.00			236,000.00	5.350 %	5.350 %	07-05-2024	236,000.00	07-05-2024
CD	Partners 1st Federal Cre	70215UAA5	07-17-2023	245,000.00			245,000.00	5.500 %	5.500 %	07-17-2024	245,000.00	07-17-2024
CD	Metro Credit Union	59161YAZ9	07-19-2023	245,000.00			245,000.00	5.500 %	5.500 %	07-19-2024	245,000.00	07-19-2024
CD	Visions Federal Credit	U92838DAB2	08-30-2023	245,000.00			245,000.00	5.750 %	5.750 %	08-29-2024	245,000.00	08-29-2024
CD	Telco Community Credi	87920MAA3	09-22-2023	245,000.00			245,000.00	5.700 %	5.700 %	09-23-2024	245,000.00	09-23-2024

**INVESTMENTS SOLD by CITY of CALABASAS**

Zero investments SOLD by CITY of CALABASAS this quarter



## QUARTERLY INVESTMENT REPORT

For the Quarter Ending September 30, 2024

### CASH EARNINGS POSTED FOUR <sup>1/4</sup> FISCAL YEARS

	<b><i>FY 2020 - 21</i></b>			<b><i>FY 2021 - 22</i></b>			<b><i>FY 2022 - 23</i></b>			<b><i>FY 2023 - 24</i></b>			<b><i>FY 2024 - 25</i></b>		
	Monthly	Fiscal Year to Date	Quarterly	Monthly	Fiscal Year to Date	Quarterly	Monthly	Fiscal Year to Date	Quarterly	Monthly	Fiscal Year to Date	Quarterly	Monthly	Fiscal Year to Date	Quarterly
July	127,787	127,787		42,410	42,410		71,175	71,175		104,947	104,947		175,639	175,639	
August	10,519	138,306		24,712	67,122		26,301	97,477		193,044	297,991		135,039	310,679	
September	43,937	182,243	182,243	19,826	86,948	86,948	47,009	144,485	144,485	144,537	442,529	442,529	126,007	436,686	436,686
October	75,487	257,730		50,663	137,611		104,828	249,313		161,208	603,737				
November	31,766	289,497		54,588	192,199		63,909	313,222		149,323	753,059				
December	7,200	296,697	114,454	1,552	193,751	106,803	21,380	334,602	190,117	82,431	835,491	392,962			
January	54,358	351,054		33,779	227,530		86,711	421,313		140,078	975,569				
February	5,455	356,509		24,708	252,238		140,659	561,972		121,841	1,097,410				
March	28,544	385,053	88,356	19,669	271,907	78,155	64,673	626,645	292,043	129,780	1,227,190	391,699			
April	50,371	435,424		54,092	325,998		102,111	728,756		205,059	1,432,249				
May	28,022	463,446		54,580	380,579		105,662	834,418		179,760	1,612,009				
June	1,927	465,373	80,320	21,917	402,495	130,589	76,077	910,495	283,850	96,992	1,709,002	481,812			
<b>TOTAL</b>	<b>465,373</b>		<b>465,373</b>	<b>402,495</b>		<b>402,495</b>	<b>910,495</b>		<b>910,495</b>	<b>1,709,002</b>		<b>1,709,002</b>	<b>436,686</b>		<b>436,686</b>



**CITY *of* CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:           OCTOBER 9, 2024**

**TO:             HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:          KINDON MEIK, CITY MANAGER**

**SUBJECT:       LEGAL SERVICES AGREEMENT WITH THE LAW FIRM OF ALESHIRE  
& WYNDER, LLP**

**MEETING      OCTOBER 23, 2024**  
**DATE:**

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**SUMMARY RECOMMENDATION:**

Approve and authorize the Mayor to sign a Legal Services Agreement with the law firm of Aleshire & Wynder, LLP for legal services and to appoint Pam K. Lee, Esq. as the City Attorney.

**BACKGROUND:**

Pursuant to Calabasas Municipal Code Chapter 2.20, the City Council may contract with a law firm or individual admitted to practice law before the Supreme Court of the State of California to provide City Attorney services, the duties and powers of which are specified in Government Code Sections 41801 through 41805.

On May 22, 2024, at the direction of the City Council, a Request for Proposals (RFP) was issued for City Attorney Services.

At the submission deadline, five firms submitted complete and qualified proposals. During Special City Council meetings on September 11 and September 13, 2024, the City Council interviewed all five firms. The evaluation of proposals and interview process resulted in the firm of Aleshire & Wynder, LLP (A&W) being

selected to provide legal services to the City of Calabasas with the designation of Pam K. Lee, Esq. as the City Attorney.

The proposed agreement, including the RFP as the scope, is provided as Attachment A.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The funds necessary to cover the costs of this Agreement are included in the 2024-25 Fiscal Year Budget. The hourly rates charged by A&W are detailed in the attached agreement. The City anticipates a 15% to 20% increase for legal services for the current fiscal year. Staff will return with a budget amendment once an average monthly cost is determined.

**REQUESTED ACTION:**

Approve and authorize the Mayor to sign a Legal Services Agreement with Aleshire & Wynder, LLP for legal services.

**ATTACHMENTS:**

A. Agreement with Aleshire & Wynder, LLP for City Attorney Services

**AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES FOR THE CITY OF CALABASAS**

This AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES FOR THE CITY OF CALABASAS (“**Agreement**”) is effective as of October 24, 2024 (“**Effective Date**”) by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership (“**A&W**”), and the CITY OF CALABASAS, a municipal corporation (“**City**”). The term “City” shall also include any and all boards, commissions, financing authorities, and other bodies of City.

**RECITALS**

- A. City is a general law city, formed and existing pursuant to the provisions of the California Government Code.
- B. City is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.
- C. City desires or is in need of City Attorney Legal Services.
- D. A&W has special knowledge and experience and is properly licensed to perform and accomplish the City Attorney Legal Services and will perform all City Attorney Legal Services in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- E. City now desires to retain A&W to perform and accomplish the City Attorney Legal Services, and A&W is willing to be so retained pursuant to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, it is agreed by and between the parties as follows:

**1. APPOINTMENT**

The City Council of City hereby hires A&W to provide City Attorney services, as further specified in Exhibit B, *infra*, and designates Pam K. Lee as the City Attorney.

Notwithstanding the foregoing appointment, the designated City Attorney may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated City Attorney without the City Council’s prior approval, except from time to time as necessary due to illness or vacation scheduling. A&W shall obtain approval of any such temporary substitute, or of any Assistant City Attorney, from the City Manager. City Attorney may appoint various deputy city attorneys as deemed appropriate, without the need for amendment hereof. The parties agree A&W will immediately remove any deputy or other A&W

employee upon the City's request in its sole discretion and for any or no reason, and will promptly replace that individual as necessary.

## **2. SCOPE OF WORK AND DUTIES**

A. A&W shall perform any and all work necessary for the provision of City Attorney services to City, including, but not limited to, the following:

(i) Attendance at City Council and Planning Commission meetings, unless excused by the City Manager or his/her designee, and other board and commission meetings on request of the City Manager or his/her designee; and

(ii) Upon the specific request by the City Council, City Manager, or his/her designee, provide legal advice, written legal opinions, and consultation on matters affecting the City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone/teleconference consultation with City staff as needed on legal matters which are within their area of operation; and

(iv) Upon the specific request by the City Council, City Manager, or his/her designee, prepare or review necessary legal documents such as: ordinances and resolutions; agreements of any nature; real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memoranda of understanding; franchise agreements; and similar documents; and

(v) Upon the specific request by the City Council, City Manager, or his/her designee, represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(vi) Monitor pending and current legislation and case law as appropriate; and

(vii) All services set forth in Section III Scope of Work, as set forth in in the City's Request for Proposal for City Attorney Services issued May 23, 2024, which is attached hereto as Exhibit A.

B. A&W, as a full-service law firm, is prepared to provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, successor agency, housing, telecommunications, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Manager or City Council may otherwise direct. The City Attorney may represent City in the foregoing legal

matters if specifically requested to do so by the City Manager or his/her designee or by the City Council.

C. The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. Legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, such special counsel shall be supervised by the City Attorney if specifically requested by the City Council, City Manager or his/her designee. On the first of each month, the City Attorney shall provide to the City Council and City Manager an updated status report calendar of all pending litigation showing any updates from previous reports.

D. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of City from or to A&W.

### **3. CITY DUTIES**

City agrees to provide such reasonable information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, and secretarial support, as approved by the City Manager, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay A&W's undisputed bills for fees, costs, and expenses.

### **4. COMPENSATION**

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits B and C attached hereto and incorporated herein by this reference. Rates are computed based upon the hours of service and the complexity of the work. A higher rate is charged for special services, including a broad range of categories (litigation, personnel, labor, housing, environmental, toxics, solid waste, enterprise, etc.) and work reimbursed by third parties, which would otherwise be likely to be contracted out as special services at higher rates. Public finance matters are charged as set forth below in Section 5 and in the Exhibits.

### **5. BOND OR FINANCIAL SERVICES**

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for City with regard to the issuance of securities by City. A&W shall be compensated for Bond or Financial Services at the rates shown in Exhibit B.

### **6. COSTS AND OTHER CHARGES**

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit C. City agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies, except as provided herein.

If A&W determines that retention of an outside investigator, consultant, or expert is necessary to render the legal services required (particularly if a matter goes into litigation), A&W shall request approval from the City to retain the outside investigator, consultant or expert. The City shall not be liable for any fees or costs associated with the outside investigator, consultant or expert until the City consents in writing to the retention.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the City.

## **7. STATEMENTS AND PAYMENT**

A&W shall render to the City Manager, a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by City within thirty (30) days of receipt of the statement; except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, such payment for the specific items shall be made by City within thirty (30) days of receipt of a corrected invoice.

## **8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT**

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the prior written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

## **9. INDEPENDENT CONTRACTOR**

A&W shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set

forth. City shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service, except as otherwise set forth in this Agreement.

A&W shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that A&W and its employees, agents, and representatives shall in no event be entitled to any City benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave, or other benefits.

## **10. INSURANCE**

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance. A&W shall provide City, not later than the effective date of this Agreement, certificates of insurance and an underwriter's endorsement for each coverage mentioned below. A&W shall also provide City with new certificates of insurance if any changes in coverage or carriers is made, within 30 days of any such change:

- (a) Comprehensive General Liability Insurance. Insurance written on a per occurrence basis to protect A&W and the City against liability or claims of liability which may arise out of this order in the amount of two million (\$2,000,000) per occurrence and subject to an annual aggregate of four million (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- (b) Workers' Compensation Insurance. For all of A&W's employees who will provide services under this Agreement and to the extent required by applicable State or federal law, A&W shall keep in full force and affect a Workers' Compensation policy. That policy shall provide a minimum of one million (\$1,000,000) of employers' liability coverage, and A&W shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, City Council, council members, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against the City by a bona fide employee of A&W participating under this Agreement, Applicant agrees to defend and indemnify the City from such claim.
- (c) Automobile Insurance. A&W shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000. Said policy shall include coverage for owner, non-owner, leased and hired cars.



(d) Professional Liability and Errors and Omissions Insurance. For all of A&W's employees who will provide services under this Agreement, A&W shall keep in full force and effect Professional Liability coverage for professional liability with a limit of two Million (\$2,000,000) per claim and five Million (\$5,000,000) annual aggregate. A&W shall ensure both that: (1) the policy effective date is on or before the date of commencement of the services under the Agreement; and (2) the policy will be maintained in force for a period of time defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its City Council, council members, officers, employers and agents as additionally insured. For all policies, the insurer shall waive all rights of subrogation and contribution it may have against the City, its City Council, council members, officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. A&W is solely responsible for the payment of or costs associated with any premiums, deductibles or self-insurance retentions. A&W's insurance coverage shall not limit A&W's potential liabilities for obligations arising under or related to this Agreement. A&W will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

## **11. INDEMNIFICATION**

To the fullest extent permitted by law, A&W agrees to indemnify City, its City Council, council members, officers, employees and agents and their successors and assigns ("**indemnified parties**") against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**claims or liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations, activities, or omissions of A&W, its officers, agents, representatives, employees, sub-consultants, contractors, invitees, or anyone for whom A&W is liable, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the sole negligence or willful misconduct of City, its officers, or employees. This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any indemnified parties, City may, at its sole discretion, reserve, retain or apply any monies due to A&W under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if A&W provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable. A&W agrees that its duty to defend the indemnified parties arises upon an allegation of liability based upon the acts, omissions, or performance of services under this Agreement by A&W, its officers, agents, representatives, employees, sub-consultants, contractors, invitees, or anyone for whom A&W is liable and that an adjudication of A&W's liability is not a condition precedent to A&W's duty to

defend. The provisions of this section will survive the termination or expiration of this Agreement.

## **12. NOTICES**

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, postage prepaid and addressed as follows:

CITY: CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302  
Attention: Kindon Meik, City Manager

A&W: ALESHIRE & WYNDER, LLP  
1 Park Plaza, Suite 1000  
Irvine, California 92614  
(949) 223-1170 (office)  
Attention: Pam K. Lee, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

## **13. NON-DISCRIMINATION**

In connection with the execution of this Agreement, A&W agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of City and/or all other relevant government agencies, including, but not limited to, the California Civil Rights Department and the Federal Equal Employment Opportunity Commission. Also, A&W certifies and agrees that all persons employed by A&W, its affiliates, subsidiaries and related entities, if any, will be treated equally by A&W, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If City finds that any of the provisions of this Section have been violated, such violation may result in the cancellation, termination, or suspension of this Agreement. While City reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Civil Rights Department, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that A&W has violated state or federal anti-discrimination laws relative to this Agreement may constitute a finding by City that A&W has violated the anti-discrimination provisions of this Agreement.

**14. TERM, DISCHARGE AND WITHDRAWAL**

This Agreement shall be effective on the Effective Date written above. The term of this Agreement will be for five (5) years, with renewals in one (1) year increments thereafter based on satisfactory annual performance reviews of A&W by the City Council. City may discharge A&W at any time. A&W shall have no right to hearing or notice, and may be discharged with or without cause or notice. A&W may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City will pay A&W undisputed professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

**15. CONFLICTS**

A&W has no present employment which is adverse to the City. A&W agrees that it shall not represent clients in either litigation or non-litigation matters against the City. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of the City. A&W shall promptly disclose to the City Council and City Manager any such actual or potential conflict immediately wherever the same shall arise or come to the attention of A&W.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

A&W maintains a strict policy forbidding political contributions in city council races in the cities we represent or propose to represent and will adhere to this policy as to the City. This policy is in conformity with the *Ethics Policy* adopted by the City Attorneys Department of the League of California Cities.

**16. INTERPRETATION OF AGREEMENT AND FORUM**

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California.

**17. AUDIT AND INSPECTION OF RECORDS**

At any time during A&W's normal business hours and as often as City may deem necessary, and upon reasonable notice, A&W shall make available to City, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records,

investigation reports and all other materials respecting matters covered by this Agreement. A&W will permit City to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by A&W for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of A&W's performance hereunder, unless City's written permission is given to dispose of same prior to that time.

**18. CONFIDENTIALITY AND USE OF INFORMATION**

A. Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by A&W respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his/her designee, nor shall A&W issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. A&W shall hold in trust for City, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the City's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

B. Ownership of Records. All records created by A&W for City under this Agreement shall become the property of the City and shall be subject to state law and City policies governing privacy and access to files, including any laws governing attorney-client privilege and attorney work product. The City shall have access to and the right to examine all books, documents, papers and records of A&W involving transactions and work related to this Agreement. A&W shall retain all copies of records for a period of at least four (4) years, or for the period required by law, whichever is greater, from the date of final payment.

**19. NON-WAIVER**

The failure of City or A&W to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to A&W of compensation under this Agreement shall not be deemed to waive City's rights or A&W's rights contained in this Agreement.

**20. SEVERABILITY**

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**21. DISPUTES**

City and A&W agree to have disputes (except where City may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by A&W to City, decided by binding arbitration in accordance with the provisions of the Code of Civil

Procedure section 1280 *et seq.* and administered by JAMS pursuant to its comprehensive arbitration rules and procedures. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. A&W and City shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. City, however, may request arbitration of a fee dispute by the State Bar as provided by Business and Professions Code Section 6200, *et seq.* Alternatively, any legal action or proceeding by the City against A&W related to this Agreement may be brought in the courts of Los Angeles County, State of California.

**22. REMEDIES**

The rights and remedies of the City provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

**23. BINDING AGREEMENT**

This Agreement is intended to be binding on the parties and their respective successors and assigns.

**24. COUNTERPARTS**

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

**25. INTEGRATED AGREEMENT; AMENDMENT**

This Agreement, including all exhibits, contains all of the agreement of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**26. CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

**“CITY”**

CITY OF CALABASAS, a municipal corporation

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Alicia Weintraub, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

**“A&W”**

ALESHIRE & WYNDER, LLP, a California limited liability partnership

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Pam K. Lee, Esq.

**EXHIBIT A**

**CALABASAS REQUEST FOR PROPOSALS FOR CITY ATTORNEY SERVICES  
Issued May23, 2024**

**[on following pages]**

REQUEST FOR PROPOSALS  
FOR  
CITY ATTORNEY SERVICES



CITY *of* CALABASAS

Issue Date: May 23, 2024

Submission Deadline: June 28, 2024

Submit Proposals to:

City of Calabasas

Attn: City Manager

100 Civic Center Way

Calabasas, CA 91302

(818) 224-1600

*RFP responses to be received until 2:00pm – June 28, 2024*



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## **I. INTRODUCTION**

### **A. Purpose**

The purpose of this Request for Proposal (“RFP”) is to identify and select an experienced full-service law firm to provide legal services and to serve as City Attorney for the City of Calabasas (“City”). The Scope of Work section further details required services and performance conditions. The Qualifications section provides prerequisites for the application. Qualified firms are invited to submit written proposals.

### **B. City Background and Profile**

Situated approximately 25 miles west of downtown Los Angeles (8 miles east of the Ventura County line), the City of Calabasas (approximately 24,000 population) is located in western Los Angeles County in the foothills of the Santa Monica Mountains National Recreation Area and adjacent to the San Fernando Valley. While the newest city in Los Angeles County, the first recorded occupation in the area was by Chumash Native Americans who settled along the banks of Calabasas Creek during the mid- 1800s. Today, neighboring communities include Agoura Hills, Malibu, Westlake Village, and Hidden Hills. The City’s distinctive character is in part derived from its natural environment, oak-studded hillsides, and sprawling open space. Other notable characteristics include its physical diversity, small town atmosphere, and active population. Old Town Calabasas, representing a combination of the old west and modern day, features retail shops, fine restaurants, and the historic Leonis Adobe, one of the oldest buildings in the Los Angeles area. Calabasas is primarily a residential community recognized as one of the most desirable areas in the region to live; the community is distinguished by its privacy, neighborhood events, excellent school district, and quality public services. Calabasas is approximately 13.75 square miles, situated in the Las Virgenes Valley, with primary access to the community from the Ventura Freeway (101) or by Malibu Canyon Road from Pacific Coast Highway (1).

The City of Calabasas is a General Law city and operates under a Council-Manager form of government. The City Council consists of 5 members that are elected at-large and serve staggered 4-year terms. The Mayor and Mayor pro Tem are selected by the members of the City Council for a 1-year term. The Mayor is the presiding officer of the Council, and the official spokesperson and ceremonial representative of the City. Regular meetings of the Calabasas City Council are held on the 2nd and 4th Wednesdays of each month, at the Council Chambers, 100 Civic Center Way, Calabasas, California at 7:00 p.m., and additional meetings may be scheduled as needed. Meetings of the Calabasas Planning Commission are held on the 1st & 3rd Thursdays of each month, at 6:00 p.m. in the Council Chambers (subject to change). The City Council is responsible for passing City ordinances, resolutions, adopting an annual budget, appointing commissions and committees, and setting policy, among other things. The City Council appoints the City Manager and the City Attorney. The City Manager oversees daily functions and ensures that directions and priorities of the City Council are achieved. The City of Calabasas is known for providing its residents and business community with high level, quality public service. Continuity in elected and appointed officials, prudent fiscal management, friendly business environment, collaboration with community partners, committed and dedicated professional staff, and an engaged electorate contribute to Calabasas’ stellar and distinguished reputation. The 2023/24 operating budget is approximately \$54 million.

Staffing is comprised of 79 full time and 125 hourly employees within the departments of City Manager's Office, City Clerk, Administrative Services, Community Development, Community Services, Finance, Communications, Public Safety & Emergency Preparedness, Public Works, and Library.

### **C. Submittal Closing, Time, and Location**

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time.

Proposals will not be received after the closing date and time indicated below:

Proposal Labeling: REQUEST FOR PROPOSAL FOR CITY OF CALABASAS CITY ATTORNEY SERVICES

Submittal Closing: June 28, 2024, at 2:00 p.m., PST Location: City of Calabasas

Attention: Kindon Meik, City Manager 100 Civic Center Way, Calabasas, CA 91302

Number of Copies: One (1) Original and six (6) copies and one (1) USB Flash Drive.

Early responses are acceptable; proposals will not be opened until the submittal deadline. Late proposals will not be accepted. Faxed or emailed proposals or modifications will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

### **D. Inquiries**

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below (emails okay). Verbal explanations or instructions given during any phase of this solicitation will not be binding. Inquiries regarding this solicitation shall be directed to:

Kindon Meik

City Manager

City of Calabasas

100 Civic Center Way, Calabasas, CA 91302

Phone: (818) 224-1607

Email: [kmeik@cityofcalabasas.com](mailto:kmeik@cityofcalabasas.com)

Please reference "Request for Proposals for City Attorney Services" when contacting the City regarding this solicitation. The City of Calabasas website, <https://www.cityofcalabasas.com/services/public-notices> contain a copy of this document as well as a summary of any/all applicable addenda, if any.

## E. RFP Projected Schedule of Events

RFP Activity	Date
City Issues RFP	May 23, 2024
Deadline to Submit Questions	June 5, 2024
City Issues Responses to Written Questions	June 14, 2024
Deadline for Receipt of Proposal (late Submissions will not be accepted)	June 28, 2024
Evaluation of Proposals Period	July 1, 2024 – August 9, 2024
Notifications to Law Firms of Interview	August 23, 2024
Firm Tentative Interviews/Presentations Week (in-person/Closed Session)	September 9, 2024 – September 13, 2024
Tentative Award of Contract	September 27, 2024

## II. TERMS AND CONDITIONS

### A. Equal Opportunity

The City of Calabasas requires all proposers to comply with equal opportunity policies. The City of Calabasas programs, services employment opportunities, and volunteer positions and contract are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

### B. Collusion

By submitting a response to the RFP, each Applicant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Applicant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Applicant has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

### C. Incurred Costs

*Cost of Preparing and Submitting Statements.* The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

This RFP does not commit or obligate the City of Calabasas to accept or execute an agreement for any expressed or implied service.

#### **D. Reservations and Options**

The City reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to ninety (90) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

#### **E. Acceptance of Conditions**

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

#### **F. Licensure**

At all times while serving as City Attorney or as an attorney providing services to the City under the City Attorney contract, each such attorney shall be a member in good standing of the California State

Bar and shall be required to maintain that license to practice law in full force and effect while so employed.

#### **G. Conflict of Interest and Proposal Restrictions**

Applicants should identify any other public agency or private representation that may have a conflict of interest with the City of Calabasas. By submitting a response to the RFP, the Applicant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Firm to the Applicant in connection with the procurement under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Applicants, and said individual, company, or other entity may not submit a proposal in response to this RFP.

#### **H. Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process; however, names of persons or firms submitting proposals may be disclosed as a public record upon request. Upon the completion of the evaluation of proposals, the proposals and associated materials will be opened for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Applicant acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each Applicant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information, which an Applicant submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the Applicant who submitted such information with reasonable notice to allow the Applicant to seek protection from disclosure by a court of competent jurisdiction.

#### **I. Insurance Requirement**

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement.

### III. SCOPE OF WORK

The City Attorney reports to, and serves at the pleasure of, the City Council. The City Attorney will work directly with the City Manager and City Staff in performance of his/her daily duties in the operation of City business. The general responsibilities of the City Attorney (and other City Attorney personnel) include, but are not limited to the following and shall be considered services covered by the hourly rate:

- Provide clear, concise, and pragmatic legal advice and consultation daily as requested or required to members of the City Council, the City Manager, City Staff and Committees. Contacts are usually made via email, telephone and text, and generally a same or next day response is expected. Set clear expectations regarding response time to issues and questions presented.
- Attend City Council meetings and be prepared to advise the Council and Staff on matters on the agenda as well as parliamentary procedure and substantive issues that arise during the meeting.
- Attendance at City Council and Planning Commission meetings is expected.
- Attendance at City Council subcommittee meetings or joint meetings with outside agencies may be requested from time to time.
- Provide guidance concerning requirements of the Brown Act, Conflict of Interest, the Political Reform Act, the Public Records Act, California Environmental Quality Act, tort liability and risk, civil and criminal enforcement, due process and other legal requirements imposed by statute and common law, as well as a working knowledge of municipal employment practice and public administration.
- Perform legal work in relation to land use matters. Provide research and guidance concerning City specific areas of interest as it relates to Local Agency Formation Commission (LAFCO), annexations, as well as working knowledge of Home Owners Associations (HOAs), and Landscape Maintenance Districts (LMDs).
- Review and approve as to form development-related City legislative actions including environmental impact reports, negative declarations, land use appeals, property acquisitions, property disposals, public improvement agreements, easements, dedications, right of way vacations, and other related documents.
- Prepare, review, and revise Staff documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and City Council Staff reports. Clear, concise, well-organized writing in plain English is a prerequisite.
- Research and submit legal opinions on municipal or other legal matters as requested by the City Council or City Manager.
- Represent the City in inter-agency projects and other legal matters.
- Assist the City with multi-party negotiations and agreements.
- Provide legal advice and assistance to operating departments.



- Review compliance with public records for public records requests, records destruction and assist with contract development.
- Provide legal advice regarding taxes, assessments, fees, debt issuance, Proposition 218, and financial laws and implications.
- Assist in negotiating and preparing development agreements for City Council consideration.
- Provide legal direction on state housing mandates. Design, draft, and update the City's Municipal Code and Zoning Code, including regulations for state and federal housing legislation.
- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written legislative updates on those that have the potential to affect the City. Provide suggested action or changes in operations or procedures to assure compliance as requested.
- Represent the City in litigation for all actions and other proceedings brought against the City, its elected officials, appointed officers and agents and oversee services provided by other outside legal counsel engaged by the City for specified legal matters.

The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated, as agreed upon in the Legal Services Agreement between the successful applicant and the City.

#### **IV. PROPOSAL SUBMISSION REQUIREMENTS**

##### **A. General Instructions**

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Applicant's firm, background, qualifications, proposed legal services, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals.

Proposals should be organized consistent with the outline provided below under Proposal Format.

##### **B. Proposal Format**

Proposal must be structured, presented, and labeled in the following manner:

1. Cover Letter
2. Table of Contents
3. Executive Summary
4. Applicant/Firm Information
5. Principal Attorneys
6. Applicant/Firm Background
7. Applicant/Firm Qualifications

8. Law Firm Clients

9. Staff Training

10. References

11. Pricing

12. Additional Information

Failure to follow the specific format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposals shall not contain extraneous information. All information presented in the Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to the appropriate place within the body of the proposal.

### **C. Cover Letter**

The Proposal must include a cover letter which references and responds to each of the following bulleted items. Please limit the Cover Letter to three pages.

Signature of an officer empowered to bind the Applicant to the provisions of this RFP and any contract awarded pursuant to it.

- A high-level statement of credentials qualifying for delivery of the services sought under the RFP.
- If there are services listed in this RFP that the proposer will not be able to provide, describe those services in this section.
- A statement indicating the proposal remains valid for at least 120 days from the Deadline for Receipt of Proposal, with automatic extension should the proposer be selected for negotiation.
- A statement that the Applicant, or any individual who will perform work, is free of any conflict of interest (e.g., a competing corporate or agency interest).

### **D. Table of Contents**

Include a clear identification of the submitted material by section and by page number.

### **E. Executive Summary**

This section of the proposal should provide a concise synopsis of Applicant's proposal and credentials to deliver the services sought under the RFP. Provide a general overview of the Applicant's philosophy for City Attorney services and approach to mitigating risk to cities. This summary should demonstrate the proposer's understanding of the needs of Calabasas and the proposer's ability to address those needs including the proposer's approach to legal services.

#### **F. Applicant/Firm Information**

This section of the proposal must include the following company Information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLP, etc.).
- Identify if the Applicant is a subsidiary of a larger firm. If so, identify by whom and from where will services be provided.
- Provide the Proposal contact name, address, phone number, and email address.
- Identify the location of company headquarters and office which will support the project.

#### **G. Principal Attorneys**

Identify the principal attorneys, the attorney who will serve as the City Attorney, Assistant or Deputy in the absence of the City Attorney, the Attorney that will be assigned to the Planning Commission, and any other attorneys who may be performing functions requested under Scope of Services.

#### **H. Applicant/Firm Background**

This section should identify the following:

- A description of the Applicant's background, nature of business, and organizational history.
- A statement of how long the Applicant has been providing legal services to municipalities.
- Location of office that will be providing services to the City.
- Staff services available (clerical support, paralegals, other non-attorney staff).
- Awards, honors or public recognition of you, your firm, or both, concerning the provision of legal services.

#### **I. Applicant/Firm Qualifications**

In this section of the proposal, the Applicant should identify firm/staff qualifications and experience in the scope of work. More specifically, this section should identify the following:

- Names of individuals that would constitute the core legal team for the City.
- Attorney resumes and length of employment with firm; specializations, legal training and years of practice and years of public sector practice;
- Experience, in detail, of providing government/municipal legal services as outlined in the Scope of Services of this document.
- Experience, in detail, working with California local government agencies.
- List all public clients for whom you currently provide services under a fee for service or retainer basis. Indicate the meeting dates and schedules for any public bodies for the prospective lead attorney. Please note, if the proposed City Attorney for Calabasas is also serving as the City Attorney for other cities, and include the names of those cities.

**J. Law Firm Clients**

A list of major clients and relevant projects, both ongoing and planned, to which the law firm is committed should be provided. Include the staff resources devoted to those projects and the status of the projects.

- Identify all public and private clients for whom the law firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all public and private clients for whom the designated City Attorney currently provides services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all situations in the last five (5) years in which the law firm has been adverse to public entities, either in litigation or administrative matters.
- If the law firm, or a principal lawyer, or the lawyer who is proposed to be the City Attorney has been dismissed, fired, or an agreement has not been renewed in the last 5 years, please explain the circumstances.

**K. Staff training**

Identify the types of staff training (such as open government, ethics and AB 1234, AB 1825, commission roles and responsibilities, personnel new laws, payroll law, etc.) your firm can provide.

**L. References/Reference Letters**

The Applicant must provide at least five (5) references. At least three of the references should be for similar services provided in the last five years. For each reference, Applicant should provide the following information and permission to contact each reference:

- Entity name
- Client contact information (name, title, phone, and email)
- Scope of work performed identifying the services provided
- Duration of services
- Reference Information
- Summary of any problems and solutions to those problems
- Written publications/briefings/opinions/articles (optional)

**M. Fee Schedule/Pricing**

The selected applicant will be required to provide services under a fee format for regular attendance at regular City Council meetings, special City Council meetings, weekly agenda preparation and executive staff meetings, Planning Commission meetings, office hours on site at the City, communications with the City, and other general legal work. Routine travel expenses would be the responsibility of the applicant.

- Please provide an hourly rate for all the individuals that may be working with the City from the Applicant’s office. Please provide fee and rates in a tabular format.
- In addition, please provide an hourly rate for any specialized legal services. Please define what type of work you would consider to be extra or specialized that would be billed in addition to basic services and state the hourly rates for the designated legal staff for such services.

**V. SELECTION PROCESS**

**A. Evaluation Criteria**

The City shall review all proposals to determine which Applicants are qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications and to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the City will complete a detailed review of Applicant proposals. Proposals will be evaluated based on the following evaluation criteria:

Quality, clarity, and responsiveness of proposal
Overall qualifications responsive to knowledge, expertise, abilities, and services identified in the proposal
Demonstrated understanding of City’s needs
Anticipated value and price
Adequate local availability, depth of legal team, support staff, workload capacity and constraints, and range of services offered
Professional reputation for providing high- quality services, demonstrated sound judgment, integrity, and reliability.
Results of interviews, presentations
References
Ability to prepare and execute a contract

**B. Method of Selection**

After reviewing all applicants, the City may invite one or more qualified firms to a personal interview. The individuals who will be designated as the City Attorney, Deputy City Attorney, and Planning Commission Attorney will be expected to participate in the interview. Interviews will be in-person and participants will not be allowed to join virtually. After all evaluation of proposals and on-site interviews are complete, the City Council will select the finalist in its sole discretion. The City and the finalist Applicant will enter into contract negotiations. In the event the City determines, in its sole discretion, that a satisfactory agreement cannot be reached, the City reserves the right to enter into contract negotiations with an alternate applicant. The City Council anticipates making a selection of a firm or firms following a careful evaluation of all relevant information.

**C. Agreement**

The City and successful firm shall prepare and cause to be executed between both parties a Contract for City Attorney Legal Services.

## EXHIBIT B

### FEE ARRANGEMENT

#### 1. General

A&W charges on an hourly basis for all time actually spent on behalf of a client. A&W bills in increments of one-tenth (0.1) of an hour, which is 6 minutes. When costs are split among clients, the total amount of time spent on the project is divided evenly by the number of clients contributing, and each client is billed the applicable share. Travel time is billed at the general rate below.

CLASSIFICATION	PROPOSED HOURLY RATES 2024
General	\$260 Associate \$285 Partner
Special Services/Litigation	\$325 Associate \$375 Partner
Risk Management / Code Enforcement	\$275 Associate \$325 Partner
Reimbursable for Developers	\$400 Associate \$450 Partner
Reimbursable by Residents who are not developers	\$325 Associate \$375 Partner
Public Finance	\$425 Attorneys \$180 Paralegals/Law Clerks
Paralegals and Law Clerks	\$180
Document Clerks	\$110

#### a. General Services

General Services include:

- (a) Attending all City Council, Planning and other Commission meetings.
- (b) Providing City Council and other bodies with guidance relative to Roberts Rules of Order, open meetings, Brown Act, and other related procedural matters.
- (c) Providing conflict of interest assistance to elected and appointed officials and staff, and assisting officials and staff in seeking advice from the Fair Political Practices Commission.
- (d) Attending departmental meetings, staff meetings, or committee meetings as deemed necessary and appropriate or as requested by the City Manager or City Council.
- (e) Providing legal advice, counsel, services, consultation and opinions to City Council, City Manager and City staff on routine municipal assignments.
- (f) Performing general research and interpreting routine laws, and other legal matters in order to prepare legal opinions and to advise the City Council, and management staff on routine legal matters pertaining to City operations.

- (g) Reviewing and/or preparing general staff reports, ordinances, resolutions, and other documents required by the City.
- (h) Informing City Council and staff of routine recommended changes to City ordinances and practices, as needed.
- (i) Providing assistance to the City regarding election laws and assisting in review of election forms, filings, and coordination with county, state and federal election officials.

**b. Special Services/Litigation; Third Party Reimbursable**

Special Services include, but are not limited to, real estate, rent control, housing, complex land use and zoning, eminent domain/regulatory takings, labor and employment, investigations, enterprise funds, franchise negotiations, major contract negotiations, municipal finance matters other than bonds and similar financial services, environmental and toxics, water, energy, franchises, utilities and telecommunications, solid waste, rent control/mobile home matters, police and fire matters, litigation services (although code enforcement and risk management are billed at their own rate), and similar matters requiring special expertise that are above and beyond routine municipal assignments and/or routine legal matters.

For legal services performed on matters where the City is reimbursed by a third party, such as development agreements, A&W will charge at higher rates as described on the table above. Though A&W's rates are higher for special services than for general services, they are less than those generally charged by specialty firms, such as those specializing in development, employment, water and so forth.

**2. Rate Adjustments**

Starting January 1, 2026, and each January 1 thereafter, there will be an annual cost of living adjustment, rounded to the nearest dollar. The cost of living adjustment shall be set by the most recent 12-month Consumer Price Index for all urban consumers ("CPI-U") for the Los Angeles – Long Beach – Anaheim Area, as published by the United States Government Bureau of Labor Statistics. In no event shall the annual cost of living adjustment be less than \$0.

Our general rate structure may be increased from time to time and is usually adjusted at the beginning of each calendar year (i.e. January 1), with written documentation confirming the same to the client.

**3. Monthly Statements**

A&W will provide the City a monthly statement for fees, costs, and expenses incurred as described above. Payments shall be made by City within thirty (30) days of receipt of the statement; except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, such payment for the specific items shall be made by City within thirty (30) days of receipt of a corrected invoice.

**4. Reimbursable Expenses**

In addition to the hourly rates, A&W shall be reimbursed for out-of-pocket expenses, without any markup, such as photocopies (\$0.25 per page) and other reproducing costs, facsimile charges, messengers and couriers, court reporters, mileage costs to court and administrative proceedings, travel expenses, and other costs and expenses incurred on the City's behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, or electronic or other charges for calls/teleconferences. Specialized legal research or tools, such as technical artificial

intelligence aided research or specialized e-discovery software, may be charged to the client as expenses, upon prior written notification from A&W and written approval from the City.

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings and when traveling on behalf of the City to other locations. Travel time may also be charged. In addition, the City will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City and receipt of the City's prior written approval.



## **EXHIBIT C**

### **STATEMENT OF BILLING PRACTICES**

A&W's fees are charged on an hourly basis (or increments thereof) for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill.

A&W will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the City and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, messenger and other delivery fees, postage, photocopying (charge of twenty-five cents (\$.25) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with A&W's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings and when traveling on behalf of the City to other locations. Travel time may also be charged. In addition, the City will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City and receipt of the City's prior written approval.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All time is billed in increments of one-tenth (0.1) of an hour. All undisputed bills are expected to be paid within thirty (30) days of the date of the billing statement.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** OCTOBER 9, 2024

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** KINDON MEIK, CITY MANAGER

**SUBJECT:** AMENDED AGREEMENT FOR OUTSIDE COUNSEL LEGAL SERVICES WITH COLANTUONO, HIGHSMITH& WHATLEY, PC

**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION:**

Approve amended outside counsel legal services agreement with Colantuono, Highsmith & Whatley, PC, for legal services during the City Attorney transition and thereafter as requested.

**BACKGROUND:**

The law firm of Colantuono, Highsmith & Whatley, PC has provided general legal services to the City of Calabasas since 2004. After completing a request for proposals process, the City has determined to amend its legal services agreement with the firm to reflect designation of a different law firm as City Attorney and to retain Colantuono, Highsmith & Whatley, PC as outside counsel to provide legal services as requested by the City Council, City Manager, and new City Attorney.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Outside counsel legal services will be utilized on an as needed basis. The costs for such services is unknown at this time. Staff will return to the City Council with a

proposed General Fund budget amendment at the beginning of the calendar year after determining an average monthly estimate of the proposed legal services.

**REQUESTED ACTION:**

Approve the amended legal services agreement with Colantuono, Highsmith & Whatley, PC.

**ATTACHMENT:**

A. Amended Legal Services Agreement

## AMENDED AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC, (“Firm”) and the City of Calabasas (“City”).

### RECITALS

A. The City desires to modify its existing June 24, 2021 Legal Services Agreement with the Firm, changing the Firm’s role from City Attorney to instead retain the Firm to provide Outside Counsel legal services as requested.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide the Outside Counsel legal services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

#### **1. Scope of Services.**

A. The Firm shall discharge the duties of Outside Counsel and shall use its best efforts to provide legal services in a competent and professional manner.

B. The Outside Counsel legal services to be provided by the Firm shall consist of those set forth in Exhibit “A” attached hereto and shall be billed at the rates and for the costs set forth therein.

C. Services shall be provided on an “as needed basis” as requested by the City Council, City Manager, or City Attorney.

#### **2. Billing Procedures and Monthly Statements.**

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The City will not be liable for interest or finance charges, though persistent late payment shall be a basis for the Firm to review its relationship with the City.

B. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and

approval by, the City. No such change shall affect the terms of Exhibits A and B to this Agreement absent amendment of this Agreement pursuant to Section 7 below.

C. On occasion, the Firm may receive small sums of money belonging to the City, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The City agrees that, should the Firm receive any amount to the City's credit of \$500 or less and the Firm does not have other instructions from the City with respect to that money, the Firm may place these funds in its client trust account and apply them to future invoices to the City for legal services.

### **3. Resolution of Fee Disputes.**

The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles County pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles County to be conducted by JAMS in accordance with its commercial arbitration rules.

### **4. Term of the Agreement.**

This Agreement shall be effective as of October 24, 2024 ("Effective Date") and shall be and remain in full force and effect until October 31, 2025, unless terminated in accordance with the provisions of Section 5 or amended under the provisions of Section 7.

### **5. Termination of the Agreement.**

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the City. The Firm agrees to cooperate fully in any such transition. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

## 6. Files and Records.

A. All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the City's client file in electronic format. The Firm may store part or all of the City's electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of City files, just as it does for the City's non-digital files. Clients requiring information from their files may obtain that information only by written request to the Firm. The City's data will be password protected and encrypted using currently available technology.

B. The Firm shall maintain records with respect to all matters covered under this Agreement for a period of two years after the expiration or termination of this Agreement. If the City asks the Firm to deliver its file to the City, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the City. Two years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the City's client file, including all electronic records. The Firm may also discharge its obligation to maintain the City's file prior to the expiration of two years by mailing a copy to the City. "Reasonable notice" means the Firm's mailing of a notice of our intent to destroy your client file to the City.

C. City shall have the right to access and examine records of the Firm pertaining to the City, without charge, during normal business hours upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the City access to the Firm's records pertaining to the City as provided herein and upon written request.

D. The City acknowledges that the Firm may use artificial intelligence tools in its representation of the City. If Firm does so, the Firm will ensure that the City's confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use.

**7. Modifications to the Agreement.**

This Agreement may be amended from time to time by agreement of the parties. Unless otherwise provided in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Manager.

**8. Independent Contractor.**

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, or other similar benefits provided to City employees.

**9. Nondiscrimination.**

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

**10. Insurance.**

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

**11. Indemnification.**

The Firm 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 monetary damage or damage due to death or injury to any person and

injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement. The provisions of this section will survive the termination or expiration of this Agreement.

**12. Conflicts of Interest.**

A. The Firm and its members 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.).

B. The Firm is generally in the business of providing general and special counsel services to local governments in Los Angeles County and elsewhere in California. Provided that the Firm does not provide services in or to Los Angeles County which create a conflict under the Rules of Professional Conduct, the City agrees the Firm may continue its practice of providing legal services to local governments in Los Angeles County without further consent of the City. The Firm shall not provide legal services which create a conflict under the Rules of Professional Conduct, without the informed, written consent of the City. The City also acknowledges its prior consent to the Firm to simultaneously represent the City and the Clean Power Alliance.

**13. Permits and Approvals.**

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

**14. Severability.**

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 in its amended form shall be enforceable. 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.

**15. Entire Agreement.**

This Agreement, together with Exhibits "A" and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to



supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

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, California**

**“Firm”**  
**Colantuono, Highsmith & Whatley, PC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Matthew T. Summers, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Scope of Services

A. Outside Counsel Legal Services the Firm will provide the City include:

1. The Firm will provide Outside Counsel Legal Services to the City on an “as needed” basis as requested by the City Council, City Manager, and City Attorney. Compensation shall be pursuant to those rates stated in Exhibit B.

B. Travel Time and Costs

1. Travel to City. In the event that travel is required, the Firm will bill for time incurred for travel portal-to-portal. The Firm will also bill for actual, out-of-pocket expenses for such travel, including mileage at the IRS rate.
2. To reduce costs, the City will cooperate with the Firm to avoid unnecessary travel to the City, especially when substantially similar service can be provided remotely via teleconference or video conference.
3. Photocopies shall be billed at 20 cents per page, outgoing faxes will be charged at \$1 per page. All other expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of e-mail, U.S. Mail and other means. The Firm will not charge the City for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the City at cost, without markup, its cost for use of specialized databases outside the Firm’s contract with Westlaw or a similar provider. Costs will be separately designated on the Firm’s monthly statements as “disbursements,” and will be billed in addition to fees for professional services.

## EXHIBIT B

### Applicable Billing Rates (October 2024)

The legal services specified below, as requested per Exhibit A, will be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided up to a maximum rate as stated below:

Legal Service	Capped Rates
General Legal Services	\$250 per hour
Specialized Legal Services	\$345 per hour
Labor & Employment	\$345 per hour
Litigation	\$345 per hour
Appellate Litigation	\$405 per hour
Reimbursable Legal Services for Cost Recovery Matters	\$425 per hour
Paralegals	\$200 per hour
Other Costs	Photocopies: \$0.20/page over 25 pages \$1 facsimile transactions Mileage: IRS rate
Travel	At cost

Commencing on July 1, 2025, and on July 1 of each year thereafter, the Firm may increase the rates specified in this Exhibit B by the previous 12 months' change in the Consumer Price Index, Los Angeles Metropolitan Area, All Consumers (utilizing the most recent CIP data available), not to exceed 5% compounded over the life of this Amended Legal Services Agreement, to reflect increases in overhead and other costs.



**CITY *of* CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:           OCTOBER 9, 2024**

**TO:             HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:          MICHAEL MCCONVILLE, DEPUTY CITY MANAGER**  
**CAROLINE LEWIS, MANAGEMENT ANALYST**

**SUBJECT:      ADOPTION OF CITY OF CALABASAS 2024 LEGISLATIVE PLATFORM**

**MEETING**  
**DATE:         OCTOBER 23, 2024**

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**SUMMARY RECOMMENDATION:**

Staff recommends the City Council adopt the City of Calabasas 2024 Legislative Platform.

**BACKGROUND/DISCUSSION:**

The development of a Legislative Platform is adopted as a Group B Item on the Future Agenda Items Prioritization listing.

The purpose of a Legislative Platform is to establish the City Council's positions on various legislative topics and matters of interest to the City, and to provide a policy framework for City staff to respond to proposed legislation in a timely manner.

Specifically, the statements outlined within a Legislative Platform are intended to assist the Mayor, Councilmembers, and staff, to pro-actively and appropriately address legislation that impacts the City's interests. Examples include correspondence from the Mayor or City Manager to the County, Legislature and/or

Congress, and collaborating, when appropriate, with the League of California Cities.

At the June 19, 2024 City Council meeting, the City Council discussed the development of the City of Calabasas 2024 Legislative Platform. Staff was directed to meet individually with Councilmembers to receive additional input, and to return with a draft document that could be finalized by the full Council.

Staff provided City Council with a draft City of Calabasas 2024 Legislative Platform, which incorporated proposed revisions and input obtained from each Councilmember during their one-on-one meetings with staff.

The item was brought back for discussion at the October 9, 2024 City Council meeting, during which additional feedback and direction was obtained from the Councilmembers.

The revisions have been incorporated into the final City of Calabasas 2024 Legislative Platform (Attachment A).

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact to the budget for the development of the City of Calabasas 2024 Legislative Platform.

**REQUESTED ACTION:**

Staff recommends the City Council adopt the City of Calabasas 2024 Legislative Platform.

**ATTACHMENTS:**

A. City of Calabasas 2024 Legislative Platform



CITY *of* CALABASAS

## **2024 LEGISLATIVE PLATFORM**

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### **PURPOSE**

The City of Calabasas 2024 Legislative Platform confirms the City Council’s positions on various legislative topics and matters of interest to the City, and provides a general policy framework for City staff to actively monitor and respond to proposed legislation in a timely manner.

### **POLICY STATEMENTS**

#### **Environmental Leadership**

Support:

1. Funding and other incentives for local government and private industry projects and planning strategies to promote sustainability in infrastructure and operations, greater energy efficiency, and lower energy usage, to the extent practical.
2. Legislation aimed at increasing the availability and funding for water conservation, water reuse technologies, local water storage, and overall ability to be a sustainable community.

#### **Fiscal Resiliency**

Support:

3. Economic development initiatives to preserve and enhance the City’s positive business climate, ensuring the maintenance and growth of the City’s business tax base.

#### **Land Use Planning**

Support:

4. Legislation that strengthens the capability of local agencies to prepare, adopt, and implement plans for orderly growth, development, beautification and conservation of local planning areas.
5. Measures which support meeting the State’s planning goals while maintaining local control, ensuring communities evolve in a manner that reflects resident concerns and protects the public’s health, safety, and welfare.
6. Legislation that limits housing density in Very High Fire Hazard Severity Zones.

Oppose:

7. Legislation that aims to supersede a jurisdiction's control of its own land use, zoning, or housing production standards, as well as any measure that would undermine established general plan, zoning, and housing documents.

**Recreation, Youth, and Senior Services**

Support:

8. Legislation and funding which protects and preserves open space and parkland in and surrounding Calabasas.
9. Measures and funding that seek to preserve, expand, or enhance the recreation trails within and directly connected to Calabasas.

**Public Safety & Emergency Preparedness**

Support:

10. Legislation increasing resources and local authority for the abatement of crime.
11. Measures and funding for the implementation of innovative crime fighting strategies that rely on the increased use of technology.
12. Legislation and measures that promote a sustainable strategy for the purchase of wildfire insurance.
13. Legislation, strategies, and funding that promotes wildfire and disaster mitigation, preparedness, resiliency, and recovery efforts.

**Development and Infrastructure**

Support:

14. Support increased State and Federal funding of transportation improvements with regional benefits for all modes of transportation.
15. Efforts to maintain and increase funding for streets and road maintenance, transportation infrastructure, and traffic congestion relief programs.
16. Legislation and funding that assists in the installation of broadband infrastructure, and accessibility of high-speed internet.
17. Legislation requiring electricity operators to enhance the energy grid to minimize Public Safety Power Shutoffs and mandates utilities to coordinate operations more closely with local agencies.



**CITY *of* CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** OCTOBER 4, 2024

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

**SUBJECT:** CALABASAS COMMUNITY CENTER (CCC) SIX-MONTH OPERATIONS UPDATE AND RECOMMENDATIONS

**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION:**

This report provides an update on the operations of the Calabasas Community Center following its reopening and presents recommendations for further improvements. Staff requests that the City Council discuss the recommendations and provide further direction to staff.

**BACKGROUND:**

The Calabasas Community Center reopened after four years, with the City of Calabasas assuming responsibility for its operations in March of 2024. A new business and operational model was developed after extensive outreach among the community and stakeholders, conducted by PROS Consulting, to ensure that the facility effectively meets community needs.

The Community Services Department committed to returning to Council with an update approximately six months after reopening to report on the facility's progress, share feedback from users and the community and provide operational recommendations.



## **DISCUSSION/ANALYSIS:**

Since reopening, the Community Services team has engaged with community members by collecting comment cards, conducting surveys via Survey Monkey and emailing to the Department's databases, and holding conversations with members and the public. It was imperative to collect this information during the first six months to understand the impact of the operational model, identify areas for improvement, and develop actionable recommendations.

Over 400 individuals (CCC members and non-members) responded to questions regarding the new operational model, offering insights that highlighted various aspects of the facility's operations. The primary areas of feedback included:

- Memberships
- Gymnasium and Open Play
- Facility Suggestions
- Rentals and Event Space Utilization

Based on this feedback, staff has identified key recommendations for improving services and ensuring that community needs are effectively met. Additional findings are included in the attached presentation.

### **Findings and Recommendations:**

#### 1. Membership:

- **Feedback:** Many users have expressed a desire for fitness classes to be included in their memberships, as well as the option to participate in classes on a drop-in basis.
- **Recommendation:** Staff recommends hiring City employee Fitness Instructors to lead fitness classes and introducing a \$25 (individual) \$50 (family) per month "Class Pass" add-on to existing memberships to help cover the associated personnel costs. This option allows members to either retain their current Gym 2 Gym benefits or enhance their membership by adding a class package to fit their fitness needs. For example, an individual adult would pay \$61 per month to have unlimited access to the weight room, unlimited access for open play sports (pickleball, basketball, volleyball, etc.), unlimited access for fitness classes and priority registration for classes at the Community Center.

Fitness Instructor Hourly Rate	Qty of hours per week	Rate per Week	Annual Rate
\$33.00	28	\$924	\$48,048

Class Pass Add-on fee per month	# of memberships	Revenue per month	Annual Revenue
\$25 (individual membership)	140	\$3,500	\$42,000
\$50 (family membership)	25	\$1,250	\$15,000

2. Gymnasium and Open Play:

- **Feedback:** Many users have expressed interest in having a community board/list to help open play participants connect. This list would serve as a centralized platform for individuals to coordinate games, find playing partners, and share information about upcoming open play opportunities. Survey participants also suggested restriping the gymnasium to create more space between the Pickleball boundaries and the wall.
- **Recommendation:** Staff is moving forward with implementing the community board, while the restriping of the gym floor will be considered as a future project.

3. Facility Suggestions:

- **Feedback:** Several suggestions were made for potential facility upgrades, including restroom updates, locker room remodeling, rock wall renovation and reactivation, and the construction of a sauna.
- **Recommendation:** Staff will review the list of requested projects, assessing their feasibility and budgetary impacts. Following this review, staff will evaluate the possibility of adding them to the Capital Improvement Project (CIP) list.

4. Rental Spaces:

- **Feedback:** Respondents suggested changes to the rental process, including reducing the package price and offering hourly rates on Fridays through Sundays.
- **Recommendation:** Staff recommends adjusting the fee schedule to lower the package rental rate, slightly increasing hourly rates to encourage full-day rentals, and introducing hourly rates for Friday through Sunday. Additionally, staff proposes adding a la carte options for AV and other equipment rentals.

<b>SYCAMORE ROOM (CAPACITY 90)</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
<b>CURRENT RATES</b>	Monday - Thursday Hourly Rate	\$82/hr - 3 hours minimum	\$113 /hr - 3 hours minimum	\$62/hr - 2 hours minimum
	Friday Flat Rate / 8:00am - 11:00pm	\$1,345	\$1,138	\$1,034
	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$1,759	\$2,069	\$1,552
<b>PROPOSED RATES</b>	Monday - Thursday Hourly	\$94 /hr - 3 hours minimum	\$110 /hr - 3 hours minimum	\$82/hr - 2 hours minimum
	Friday - Sunday Hourly	\$117 / hr - 4 hour minimum	\$138 / hr - 4 hour minimum	\$103 / hr - 4 hour minimum
	Friday - Sunday Flat Rate / 8:00am - 11:00pm	\$1,410	\$1,656	\$1,236
<b>WALNUT ROOM (CAPACITY 85)</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
<b>CURRENT RATES</b>	Monday - Thursday Hourly Rate	\$67/hr - 3 hours minimum	\$93/hr - 3 hours minimum	\$51/hr - 3 hours minimum
	Friday Flat Rate / 8:00am - 11:00pm	\$931	\$1,112	\$853
	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$1,448	\$1,707	\$1,293
<b>PROPOSED RATES</b>	Monday - Thursday Hourly	\$78/hr - 3 hours minimum	\$91 /hr - 3 hours minimum	\$69 /hr - 2 hours minimum
	Friday - Sunday Hourly	\$97 / hr - 4 hour minimum	\$114 / hr - 4 hour minimum	\$86 / hr - 4 hour minimum
	Friday - Sunday Flat Rate / 8:00am - 11:00pm	\$1,170	\$1,368	\$1,035
<b>VALLEY OAK ROOM (CAPACITY 130) - INCLUDES KITCHEN</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
<b>CURRENT RATES</b>	Monday - Thursday Hourly Rate	\$103 /hr - 3 hours minimum	\$144 /hr - 3 hours minimum	\$77 /hr - 2 hours minimum
	Friday Flat Rate / 8:00am - 11:00pm	\$1,371	\$1,681	\$1,293
	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$2,225	\$2,587	\$1,966
<b>PROPOSED RATES</b>	Monday - Thursday Hourly	\$118/hr - 3 hours minimum	\$138 /hr - 3 hours minimum	\$105 /hr - 2 hours minimum
	Friday - Sunday Hourly	\$148 / hr - 4 hour minimum	\$172 / hr - 4 hour minimum	\$131/ hr - 4 hour minimum
	Friday - Sunday Flat Rate / 8:00am - 11:00pm	\$1,776	\$2,070	\$1,575
<b>THE GROVE FULL BANQUET HALL (CAPACITY 300) - INCLUDES KITCHEN</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
<b>CURRENT RATES</b>	Monday - Thursday Hourly Rate	\$206 /hr - 3 hours minimum	\$284 /hr - 3 hours minimum	\$155 /hr - 2 hours minimum
	Friday Flat Rate / 8:00am - 11:00pm	\$2,845	\$3,363	\$2,587
	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$4,398	\$5,174	\$3,880
<b>PROPOSED RATES</b>	Monday - Thursday Hourly	\$234/hr - 3 hours minimum	\$179/hr - 3 hours minimum	\$207 /hr - 2 hours minimum
	Friday - Sunday Hourly	\$293 / hr - 4 hour minimum	\$224 / hr - 4 hour minimum	\$259/ hr - 4 hour minimum
	Friday - Sunday Flat Rate / 8:00am - 11:00pm	\$3,515	\$2,688	\$3,108
Patio		\$87	\$87	\$87
AV		\$50	\$50	\$50
Stage 6'x8'		\$50	\$50	\$50
Stage 12' x 16'		\$100	\$100	\$100
Stage 18' x 24'		\$150	\$150	\$150
Kitchen		\$75	\$75	\$75

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact with receiving this update.

**REQUESTED ACTION:**

Staff recommends a budget allocation to secure Fitness Instructors at an annual cost of \$48,048. This expense will be offset by projected revenue from the "Class Pass" membership add-on, priced at \$25 per month for individual memberships and \$50 per month for family memberships, with an estimated 165 members participating to be near cost neutral with the addition of fitness personnel.

Additionally, staff is requesting updates to the fee schedule, including proposed changes to both membership fees and facility rental rates at the Calabasas Community Center. These adjustments are aimed at boosting facility rentals and increasing overall revenue generation.

If the Council concurs with these recommendations, it would be appropriate to direct staff to bring back the necessary actions.

**ATTACHMENTS:**

- A. Calabasas Community Center Six-Months Operations Update Presentation



# CALABASAS

**COMMUNITY CENTER UPDATE**

**COMMUNITY SERVICES DEPARTMENT**

# BACKGROUND

## Programming Study

PROS Consulting conducted programming study

## Renovations

The JPA and Agoura Hills grants

After review by City Council the proposed operational and business models were adopted and implemented.

## City of Calabasas

Leased Agoura Hills' portion of the facility

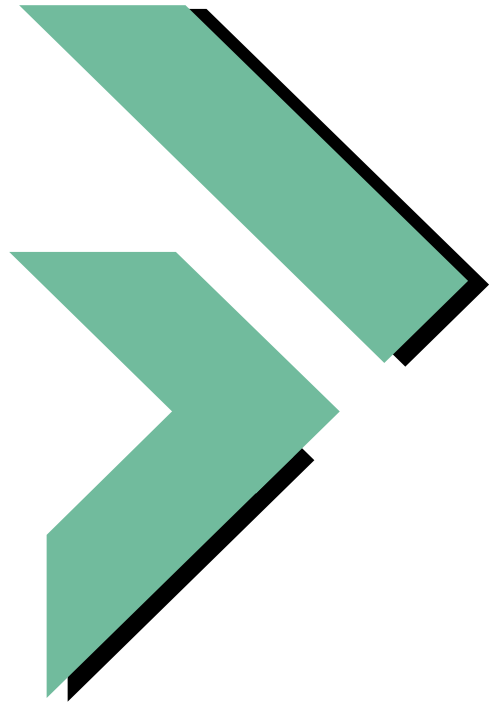
Over \$2.01 dollars was received for infrastructure updates to the facility.

Cities of Agoura Hills and Calabasas

**Subsidized Operations**  
The Agoura Hills Calabasas Community Center Joint Powers Authority operated the facility.

The City of Calabasas began facilitating the operations.





**MARCH 16, 2024**

# GRAND OPENING

The Calabasas Community Center has reopened after 4 years, with the City of Calabasas now facilitating its operations. This reopening follows the adoption of a new business and operational model, developed after extensive outreach and collaboration with the community and key stakeholders by a consultant.

The Community Services Department committed to providing the City Council with an update on the facility's operations approximately 6 months after reopening. Tonight, we are fulfilling that promise by sharing our findings and progress.



# COMMUNITY FEEDBACK



## TOP FEEDBACK TOPICS

MEMBERSHIPS, WEIGHT ROOM & FITNESS

GYMNASIUM AND OPEN PLAY

FACILITY SUGGESTIONS

RENTALS



The Department committed to gathering feedback on the facility's operations by engaging with members, collecting comment cards, and conducting surveys. It was crucial to collect this information during the first six months to identify areas for improvement and develop actionable recommendations.

Over 400 individuals provided responses regarding the new operational model. The following slides will present the feedback received and the staff's recommendations for moving forward.

# GYM 2 GYM MEMBERSHIP



## 01 RATES



Adult Membership	\$36/month
Senior Membership (50 +)	\$31/month
Corporate Membership	\$31/month
Youth & Teen Membership (3-18)	\$26/month
Family Membership	\$103/month
Adult Drop-in (Age 19-49)	\$10/day
Senior Drop-in (50 +)	\$5/day
Youth & Teens Drop-in (Age 3-18)	\$5/day

## BENEFITS 02

The Gym 2 Gym membership includes unlimited access to the weight room, gymnasium open play sports, and priority registration for classes.



## 03 HOURS



Monday – Friday 6 a.m. – 10 p.m.  
Saturday - Sunday 8 a.m. - 6 p.m.





# MEMBERSHIPS, WEIGHT ROOM & FITNESS

## FEEDBACK



Feedback from Highest to Lowest Demand	Completed	In Progress	Can Implement but Requires Budget Adjustment or Fee Schedule Update (Council Approval)	Future Consideration
<b>MEMBERSHIPS, WEIGHT ROOM AND FITNESS</b>				
Add fitness classes to memberships rather than continue with contract instructor model			✓	
Offer single day rate or drop-in fitness classes			✓	
Add Silver Sneakers program for seniors		✓		
Offer personal trainers in weight room		✓		
Add group memberships for companies and local emergency service personnel		✓		
Combine memberships with Senior Center and Tennis & Swim Center				✓
Offer a free guest pass option for memberships				✓
Offer a college student discount			✓	
Offer drop off day care				✓
Offer a keychain option for membership cards				✓
Cubbies in weight room				✓
Add a stair master		✓		
Offer two separate machines for leg extensions and leg curl in the weight room				✓
Change the clock in the weight room		✓		
Add a second rowing machine				✓
Add more lighting to weight room				✓
Use of Fitness Studio for stretching, etc. when not in use	✓			
Reduced membership rate for local business and public safety officials	✓			
Music in Weight Room	✓			
Cable Television in Weight Room	✓			

# RECOMMENDATIONS

Add fitness classes to memberships rather than continue with contract instructor model	Add "class pass" add on for \$25 (individual) \$50 (family) per month per membership. Update fee schedule to reflect this option.
Offer single day rate or drop-in fitness classes	Drop-in rate already in fee schedule. If Fitness Instructors are secured, we can implement this without any effect on fees or the fee schedule.
Offer a college student discount	Recommend offering the corporate rate to students (\$31). Update fee schedule to reflect this option.
Future consideration items	Undergo a thorough review to assess their feasibility, as well as their potential impacts on both operations and the budget. This evaluation will help determine the practicality and financial sustainability of these proposals before moving forward.

Fitness Instructor Hourly Rate	Qty of hours per week	Rate per Week	Annual Rate
\$33.00	28	\$924	\$48,048
Class Pass Add-on fee per month	# of memberships	Revenue per month	Annual Revenue
\$25 (individual membership)	140	\$3,500	\$42,000
\$50 (family membership)	25	\$1,250	\$15,000



# GYMNASIUM AND OPEN PLAY

## FEEDBACK



Feedback from Highest to Lowest Demand	Completed	In Progress	Can Implement but Requires Budget Adjustment or Fee Schedule Update (Council Approval)	Future Consideration
<b>GYMNASIUM AND OPEN PLAY</b>				
Offer a community board for open play participants to connect		✓		
Restripe the gymnasium to add additional space between pickleball boundaries & wall				✓
Offer ability to pay drop-in fees through an app or digital wallet				✓
Add table tennis and badminton sports				✓
Provide Pickleball lessons	✓			
Include more hours for adult open gym	✓			
Automate Open Play Schedule	✓			

# RECOMMENDATIONS

Future consideration items

Undergo a thorough review to assess their feasibility, as well as their potential impacts on both operations and the budget. This evaluation will help determine the practicality and financial sustainability of these proposals before moving forward.

# FACILITY SUGGESTIONS

## FEEDBACK



Feedback from Highest to Lowest Demand	Completed	In Progress	Can Implement but Requires Budget Adjustment or Fee Schedule Update (Council Approval)	Future Consideration
<b>FACILITY SUGGESTIONS AND IDEAS</b>				
Remodel and add doors to showers (currently curtains)				✓
Update the restrooms				✓
Add a cooking and demonstration kitchen				✓
Renovate and reactivate the rock wall				✓
Add a lending library				✓
Sell coffee or hot beverages				✓
Check out option for board games, cards, ect.	✓			
Curtain in women's locker room to close when changing	✓			
Add full length mirror to women's locker room	✓			



## RECOMMENDATIONS

Several suggestions were made for potential facility upgrades, including restroom updates, locker room remodeling, rock wall renovation and reactivation, and the construction of a sauna.

Staff will review the list of requested projects, assessing their feasibility and budgetary impacts. Following this review, staff will evaluate the possibility of adding them to the Capital Improvement Project (CIP) list.

Future consideration items

Undergo a thorough review to assess their feasibility, as well as their potential impacts on both operations and the budget. This evaluation will help determine the practicality and financial sustainability of these proposals before moving forward.

# FACILITY RENTALS

## FEEDBACK



Feedback from Highest to Lowest Demand	Completed	In Progress	Can Implement but Requires Budget Adjustment or Fee Schedule Update (Council Approval)	Future Consideration
<b>RENTALS</b>				
Lower the rental prices for banquet hall rooms on weekends			✓	
Offer hourly rates versus package rates on weekends			✓	

# RECOMMENDATIONS



Lower the rental prices for banquet hall rooms on weekends	Adjust the fee schedule to lower the package rental rate
Offer hourly rates versus package rates on weekends	Introduce hourly rates for Friday through Sunday and a la carte options for other amenities

Fees	
Equipment charge (AV/Stage)	\$50 - \$200 flat rate
Kitchen	\$75 per hour



<b>SYCAMORE ROOM (CAPACITY 90)</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
<b>CURRENT RATES</b>	Monday - Thursday Hourly Rate	\$82/hr - 3 hours minimum	\$113 /hr - 3 hours minimum	\$62/hr - 2 hours minimum
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	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$1,759	\$2,069	\$1,552
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	Friday - Sunday Hourly	\$117 / hr - 4 hour minimum	\$138 / hr - 4 hour minimum	\$103 / hr - 4 hour minimum
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<b>WALNUT ROOM (CAPACITY 85)</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
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	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$1,448	\$1,707	\$1,293
<b>PROPOSED RATES</b>	Monday - Thursday Hourly	\$78/hr - 3 hours minimum	\$91 /hr - 3 hours minimum	\$69 /hr - 2 hours minimum
	Friday - Sunday Hourly	\$97 / hr - 4 hour minimum	\$114 / hr - 4 hour minimum	\$86 / hr - 4 hour minimum
	Friday - Sunday Flat Rate / 8:00am - 11:00pm	\$1,170	\$1,368	\$1,035
<b>VALLEY OAK ROOM (CAPACITY 130) - INCLUDES KITCHEN</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
<b>CURRENT RATES</b>	Monday - Thursday Hourly Rate	\$103 /hr - 3 hours minimum	\$144 /hr - 3 hours minimum	\$77 /hr - 2 hours minimum
	Friday Flat Rate / 8:00am - 11:00pm	\$1,371	\$1,681	\$1,293
	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$2,225	\$2,587	\$1,966
<b>PROPOSED RATES</b>	Monday - Thursday Hourly	\$118/hr - 3 hours minimum	\$138 /hr - 3 hours minimum	\$105 /hr - 2 hours minimum
	Friday - Sunday Hourly	\$148 / hr - 4 hour minimum	\$172 / hr - 4 hour minimum	\$131/ hr - 4 hour minimum
	Friday - Sunday Flat Rate / 8:00am - 11:00pm	\$1,776	\$2,070	\$1,575
<b>THE GROVE FULL BANQUET HALL (CAPACITY 300) - INCLUDES KITCHEN</b>		<b>Private Rental</b>	<b>Commercial Rental</b>	<b>Non-Profit Rental</b>
		<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>	<b>Hourly Fee / Min. # Hours</b>
<b>CURRENT RATES</b>	Monday - Thursday Hourly Rate	\$206 /hr - 3 hours minimum	\$284 /hr - 3 hours minimum	\$155 /hr - 2 hours minimum
	Friday Flat Rate / 8:00am - 11:00pm	\$2,845	\$3,363	\$2,587
	Saturday & Sunday Flat Rate / 8:00am - 11:00pm	\$4,398	\$5,174	\$3,880
<b>PROPOSED RATES</b>	Monday - Thursday Hourly	\$234/hr - 3 hours minimum	\$179/hr - 3 hours minimum	\$207 /hr - 2 hours minimum
	Friday - Sunday Hourly	\$293 / hr - 4 hour minimum	\$224 / hr - 4 hour minimum	\$259/ hr - 4 hour minimum
	Friday - Sunday Flat Rate / 8:00am - 11:00pm	\$3,515	\$2,688	\$3,108

# RECOMMENDATION

## SUMMARY

- Staff recommends a budget allocation to secure Fitness Instructors at an annual cost of \$48,048. This expense will be offset by projected revenue from the "Class Pass" membership add-on, priced at \$25 per month for individual memberships and \$50 per month for family memberships, with an estimated 165 members participating to be near cost neutral with the addition of fitness personnel.
- Additionally, staff is requesting updates to the fee schedule, including proposed changes to both membership fees and facility rental rates at the Calabasas Community Center. These adjustments are aimed at boosting facility rentals and increasing overall revenue generation.
- If the Council concurs with these recommendations, it would be appropriate direct staff to bring back the necessary actions.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** OCTOBER 11, 2024

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MATTHEW SUMMERS, CITY ATTORNEY

**SUBJECT:** INTRODUCTION OF ORDINANCE NO. 2024-409, ADDING CHAPTER 3.58 TO TITLE 3 OF THE CALABASAS MUNICIPAL CODE TO ESTABLISH AN ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION**

The City Attorney recommends that the City Council introduce and waive the first reading of Ordinance No. 2024-409, which adds Chapter 3.58 to Title 3 of the Calabasas Municipal Code to establish an administrative remedies procedure for challenges to fees, charges, and assessments.

**BACKGROUND**

Assembly Bill 2257 (2024) (adding Government Code sections 53759.1 and 53759.2) provides the City with a new tool to defend against challenges to fees, charges, and assessments adopted under Prop. 218 (Cal. Const., Art. XIII D). If the City follows certain procedures, a ratepayer who fails to submit a written objection **before** the close of the Prop. 218 protest hearing will be barred from challenging the fee, charge, or assessment later on.

The California Constitution grants the City additional authority to enforce any local, police, sanitary, or other ordinance not in conflict with general laws, and to establish and operate public works upon conditions and under regulations that the City may prescribe. (Cal. Const., Art. XI, §§ 7, 9.) Based on this authority, the ordinance also requires objections be timely submitted to challenge fees or charges adopted under Article XIII C of the California Constitution, any assessment on real property, or the methodology used to develop any fee, charge, or assessment.

This ordinance establishes the process the City must follow to limit challenges in this way.

The City must:

1. Make the proposed fee, charge, or assessment publicly available at least 45 days before the deadline for submitting written objections;
2. Post a written basis for the proposed fee, charge, or assessment on the City's website and include a link to that website on public hearing notices sent to ratepayers or property owners;
3. Mail the written basis for the proposed fee, charge, or assessment to ratepayers or property owners upon request;
4. Provide at least 45 days for ratepayers or property owners to submit written objections to the fee, charge, or assessment;
5. Respond in writing to any timely submitted objections with an explanation for keeping or changing the proposed fee, charge, or assessment;
6. Present any timely submitted objections and responses thereto to the City Council for its consideration, either before or during the public hearing on the proposed fee, charge, or assessment;
7. Include on its public hearing notices a statement in bold-faced type of 12 points or larger:
  - a. That all written objections must be submitted to the City Clerk by the end of public comment period at the hearing, that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court, and that any such action will be limited to issues identified in such objections; and
  - b. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment.

### **FISCAL IMPACT/SOURCE OF FUNDING**

The introduction and adoption of Ordinance No. 2024-409 are not expected to have any significant fiscal impact on the City's budget. Any costs associated with the implementation and enforcement of the new regulations will be absorbed within the existing budget.

### **REQUESTED ACTION**

Introduce and waive first reading of Ordinance No. 2024-409, adding Chapter 3.58 to Title 3 of the Calabasas Municipal Code to establish an administrative remedies procedure for challenges to fees, charges, and assessments.

### **ATTACHMENTS**

- A. Ordinance No. 2024-409

ORDINANCE NO. 2024-409

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADDING CHAPTER 3.58 TO TITLE 3 OF THE CALABASAS MUNICIPAL CODE ESTABLISHING AN ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

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

SECTION 1. AUTHORITY. This Ordinance is authorized by the City's authority under California Constitution, article XI, sections 7 (police power) and 9 (utility power) as well as Government Code section 53759.1.

SECTION 2. CODE AMENDMENT. Chapter 3.58 of Title 3 of the Calabasas Municipal Code is hereby added to read as follows:

**Section 3.58.010 – Exhaustion of administrative remedies for challenges to fees, charges, and assessments on real property.**

- A. Scope. The duty to exhaust administrative remedies imposed by this section extends to:
  - a. any fee or charge subject to articles XIII C or XIII D of the California Constitution,
  - b. any assessment on real property levied by the City, and
  - c. the methodology used to develop and levy such a fee, charge, or assessment.
- B. "Hearing" as used in this section means the hearing referenced in paragraph 4 of subsection D of this section.
- C. Duty to Exhaust Issues. No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the City, unless that person submitted to the City Clerk a timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

D. Procedures. The City shall:

(1) Make available to the public any proposed fee, charge, or assessment to which this section is to apply no less than 45 days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to paragraph 4 of this subsection D.

(2) Post on its internet website a written basis for the fee, charge, or assessment, such as a cost of service analysis or an engineer's report, and include a link to the internet website in the written notice of the Hearing, including, but not limited to, a notice pursuant to subdivision (c) of Section 4 or paragraph (1) of subdivision (a) of Section 6 of Article XIII D of the California Constitution.

(3) Mail the written basis described in paragraph 2 of this subsection D to a ratepayer or property owner on request.

(4) Provide at least 45 days for a ratepayer or assessed property owner to review the proposed fee or assessment and to timely submit to the City Clerk a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a Hearing on the rate, charge or assessment.

(5) Include in a written notice of the Hearing, a statement in bold-faced type of 12 points or larger:

- (A) That all written objections must be submitted to the City Clerk by the end of public comment period at the Hearing and that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action will be limited to issues identified in such objections.
- (B) All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, article XIII D, section 6(a) or for an assessment on real property under California Constitution, article XIII D, section 4(e).

E. Council Consideration; City Responses. Before or during the Hearing, the City Council shall consider and the City shall respond in writing to, any timely written objections. The City Council may adjourn the Hearing

to another date if necessary to respond to comments received after the agenda is posted for the meeting at which the Hearing occurs. The City's responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or assessment in response to written objections, including any reasons to reject requested amendments.

F. City Council Determinations. The City Council, in exercising its legislative discretion, shall determine whether:

(1) The written objections and the City's response warrant clarifications to the proposed fee, charge, or assessment.

(2) To reduce the proposed fee, charge or assessment.

(3) To further review the proposed fee, charge, or assessment before determining whether clarification or reduction is needed.

(4) To proceed with the Hearing, to continue it, or to abandon the proposal.

SECTION 3. CEQA FINDINGS. The City Council finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to CEQA Guidelines section 15061(b)(3), the so-called "common sense" exemption, for this same reason.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is 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 portions of this Ordinance or its application to other persons and circumstances. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption pursuant to Government Code section 36937.

SECTION 6. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published pursuant to Government Code section 36933.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Alicia Weintraub, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lisa Pope  
City Clerk

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Matthew T. Summers  
City Attorney  
Colantuono, Highsmith & Whatley





**CITY *of* CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** OCTOBER 4, 2024

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANNIE KRDILYAN, MANAGEMENT SPECIALIST

**SUBJECT:** APPOINTMENT TO THE LAS VIRGENES MUNICIPAL WATER DISTRICT, WATER SUPPLY RELIABILITY AND DIVERSIFICATION STUDY

**MEETING DATE:** OCTOBER 23, 2024

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**SUMMARY RECOMMENDATION:**

That the City Council consider appointing a Council Liaison/External Committee representative to the Las Virgenes Municipal Water District, Water Supply Reliability and Diversification Study sessions.

**BACKGROUND:**

The Las Virgenes Municipal Water District (LVMWD) is seeking collaboration with neighboring cities to conduct a comprehensive study aimed at identifying alternatives to diversify the District's water supply portfolio. The goal is to enhance the reliability of the water supply for customers in a cost-effective and environmentally sustainable manner, particularly in response to varying water supply conditions.

The study seeks to address key questions regarding the District's water supply strategy, including:

- What is the reliability of the current water supply?

- To what degree should the District rely on the Metropolitan Water District (MWD) versus local or non-MWD sources?
- How reliable are alternative water supplies?
- What are the realistic timelines for planning and implementing various alternative supply options?
- What are the costs associated with the optimal supply portfolio, and how will it impact the average customer's water bill?
- What is the most feasible and optimal water supply portfolio, both in the near-term and long-term?

The District values the input of city leaders on current supply reliability initiatives and strategies to adapt to climate change. As part of this effort, stakeholders will serve in a multi-liaison taskforce, participating in three workshops beginning this November, with two more workshops planned for 2025. Additionally, participants may be invited to engage in one-on-one Zoom sessions to provide focused feedback.

**CONCLUSION:**

The active participation of neighboring city stakeholders is critical to ensuring the success of this study. By bringing together diverse perspectives and expertise, the District aims to develop a water supply strategy that is resilient, cost-effective, and environmentally sustainable, benefiting both the community and the region as a whole. The insights gathered from this collaborative process will help shape future decisions, ensuring a reliable and adaptive water supply for years to come.

This item meets the objective of City Council Future Agenda Items Prioritization Item C. 4. – Formation of a water taskforce on equitable access to water.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact related to this item.

**REQUESTED ACTION:**

That the City Council consider the appointment of a Council Liaison/External Committee representative to the Las Virgenes Municipal Water District, Water Supply Reliability and Diversification Study sessions.

**ATTACHMENTS:**

None.



***CITY of CALABASAS***

**CITY COUNCIL AGENDA REPORT**

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**DATE:           OCTOBER 23, 2024**

**TO:               HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:           MATTHEW T. SUMMERS, CONTRACT CITY ATTORNEY  
COLANTUONO HIGHSMITH & WHATLEY, PC**

**SUBJECT:       ADOPTION OF RESOLUTION NO. 2024-1931, APPROVING THIRD  
AMENDMENT TO EMPLOYMENT CONTRACT FOR CITY MANAGER**

**MEETING**

**DATE:           OCTOBER 23, 2024**

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**SUMMARY:**

The City Council appointed Kindon Meik as the new City Manager for the City of Calabasas in January 2021. Mr. Meik began his work as City Manager on March 15, 2021. The City Council recently completed its annual performance evaluation and has directed the preparation of the attached Third Amendment to the City Manager's Employment Contract providing for a salary increase and an additional, potential performance bonus, contingent on exception performance or a singular exceptional achievement and absolute discretionary City Council approval. The revised contract also equalizes the City Manager and the City's other PERS "Classic" members by providing for the City to pay the employee's share of the PERS contributions. All other terms of the contract remain the same.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The City's current budget contains sufficient appropriations to cover the City Manager's salary, benefits, and other financial obligations.

**SUMMARY RECOMMENDATION:**

Adopt the proposed Resolution Approving Third Amendment to Employment Contract for Kindon Meik as City Manager approving the employment agreement amendment and authorizing the Mayor to sign it on behalf of the City. If approved by the Council, the amendment will be effective with the October 15, 2024 pay period.

**ATTACHMENTS:**

- A. Resolution No. 2024-1931
- B. Third Amendment to Employment Agreement

**RESOLUTION NO. 2024-1931**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS  
APPROVING THIRD AMENDMENT TO EMPLOYMENT CONTRACT  
FOR CITY MANAGER**

**WHEREAS**, the City of Calabasas appointed Kindon Meik as City Manager on January 13, 2021, effective March 15, 2021; and approved amendments to the City Manager’s employment agreement effective as of November 10, 2021, and July 15, 2022.

**WHEREAS**, the Mayor and City Attorney have negotiated a proposed third amendment to the employment agreement between the City and Kindon Meik for City Manager services for the City Council’s review and approval.

**WHEREAS**, Kindon Meik has agreed to continue to serve as City Manager under the terms of the proposed third amendment to employment agreement.

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

**SECTION 1.** The City Council hereby approves the Third Amendment to Employment Agreement between the City and Kindon Meik, dated October 23, 2024, and authorizes the Mayor to execute it on behalf of the City.

**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

**SECTION 3.** The City Clerk shall certify to the passage of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED** this 23rd day of October 2024.

\_\_\_\_\_  
Alicia Weintraub, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Pope, MMC, City Clerk

APPROVED AS TO FORM:

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

THIRD AMENDED EMPLOYMENT AGREEMENT

THIS THIRD AMENDED EMPLOYMENT AGREEMENT is made and entered into as of the 23rd day of October 2024, by and between the CITY OF CALABASAS, California, a Municipal Corporation, hereinafter called the “City,” and Kindon Meik, hereinafter called “Employee.”

RECITALS

A. City desires to, and has, retained the services of Employee in the position of City Manager, and Employee desires employment as City Manager of the City;

B. The City Council desires to:

- (1) Retain the services of Employee.
- (2) Encourage the highest standards of fidelity and public service on the part of Employee.
- (3) Provide a just means for terminating Employee’s employment and this Agreement when City may desire to do so.

C. The parties further desire to establish the Employee’s conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City hereby employs Employee as City Manager of City to perform the functions and duties of the City Manager as specified in City’s Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. The City Manager shall consult with the City Attorney or other City legal counsel before taking any adverse employment action against any City Department Director or other person in a Management Classification under the then-current City Council Resolution Approving a Salary Schedule for Permanent Employees. Employee agrees to devote Employee’s full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed nor engage in any outside business activities while this Agreement is in effect without the prior written approval of the City Council. For purposes of this Agreement, outside business activities means any outside employment or any outside commercial activity which interferes with or poses a conflict with Employee’s position as City Manager.

2. Hours of Work. Employee shall maintain a regular Monday through Friday work schedule and shall not participate in the 9/80 schedule made available to certain other employees. Employee’s duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council meetings or as needed to respond to emergencies. Employee shall be exempt from paid overtime compensation and shall not be entitled to additional compensation for such time.

3. Term. This Agreement shall be effective March 15, 2021, or such earlier date as determined by the Mayor and Employee, and will remain in force and effect until terminated as provided herein. The amendments to this Agreement made by the First Amendment were effective as of November 10, 2021. The amendments to this Agreement made by the Second Amendment were effective as of the July 15, 2022 payroll date. The amendments to this Agreement made by this Third Amendment are effective as of the October 15, 2024 payroll date.

4. (A) Salary. Under this Employment Agreement City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$280,000 less customary and legally required payroll deductions. Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 11 of this Agreement.

4 (B) Performance Bonus. At the conclusion of an annual performance evaluation, the City Council may determine to award Employee with a one-time Performance Bonus in any amount from Zero Dollars (\$0) to a maximum of Twelve Thousand Dollars (\$12,000), or any amount in between, in recognition of either (1) exceptional performance or (2) a singular exceptional achievement for the City. Whether the City Council awards a performance bonus or not, and the amount awarded, if any, shall be subject to the sole and absolute discretion of the City Council, and if awarded, must be approved in an open and public City Council meeting after compliance with applicable law. The performance bonus, if awarded, shall be payable with the last pay period of a fiscal year. Employee shall not receive more than one performance bonus in a fiscal year. Employee understands and the Parties agree that the maximum performance bonus amount stated is a maximum limit only, not a guaranteed amount, and that the City Council retains sole and absolute discretion to determine whether or not to award a performance bonus, and if so, at what amount subject to the stated maximum.

5. Automobile. City shall provide Employee with a monthly auto allowance of \$500, which Employee acknowledges shall be subject to taxation. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and replacement of an automobile. This monthly automobile allowance shall not, however, preclude Employee from using City-owned vehicles from time to time to conduct official business during regular business hours or for extended travel authorized by the Mayor.

6. Retirement and Deferred Compensation. City shall pay the full 7% employee contribution for the cost of membership in the Public Employees Retirement System (PERS) during the term of this Agreement. If the City's contract with PERS is ever amended to provide for City employees to pay a portion of the employer's contribution for the cost of membership in PERS, then Employee shall pay the same percentage basis portion of the employer's contribution as other City employees during the term of this Agreement. City shall also make available to Employee a qualified deferred compensation program under Internal Revenue Code Section 457 and will match any contributions Employee may make to that plan up to 2% of the Employee's salary.

7. Medical, Dental and Vision Insurance. City shall pay the monthly

premiums for medical, dental and vision insurance for Employee and Employee's dependents in an amount sufficient to cover most plans offered by the City and not less than the amount afforded other City management employees.

8. Other Benefits. City shall provide to Employee any other benefits mandated by state or federal law. The City shall reimburse Employee up to a maximum of \$10,000 for actual and reasonable, documented expenses for moving and relocation of Employee or Employee's dependents. In addition, if Employee moves his primary residence to the City of Calabasas through purchase of a primary residence within the City during the term of this Agreement, the City shall pay Employee an additional one-time amount of \$10,000.

9. General Expenses and Business Equipment. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, submitted to the City Council for approval, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City. Any purchases of supplies or other tangible items must be delivered to City Hall or other City facilities to be eligible for reimbursement. City shall provide Employee with a lap-top computer, iPad, and an iPhone with data plans for the conduct of City business and to assure availability to the City in the event of an emergency.

10. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities and the International City/County Management Association. Employee may participate in the City's tuition reimbursement program on the same terms and conditions as other City management employees. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

11. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least once annually. During the first year of employment the City Council shall review and evaluate Employee's performance after six months. The City Council and Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council. Employee will be eligible for consideration of a salary increase after each performance evaluation. Whether to grant any salary increase and the amount thereof, shall be in the sole discretion of the City Council.

12. Indemnification. City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.



13. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Municipal Code, or other applicable law. Employee shall not engage in any outside employment nor engage in any outside business activities without having obtained the prior written approval of City Council.

(B) The provisions of the City's Personnel Rules and Regulations and Human Resource Guidelines ("Rules") shall apply to Employee, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. At such times as Employee is serving as City Manager, Employee is an at-will employee serving at the pleasure of the Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

(C) Employee shall be entitled to 120 hours of vacation leave with pay per fiscal year. During the first fiscal year, Employee shall be credited with 80 hours of such vacation leave upon execution of this Agreement and shall accrue the remaining 40 hours of vacation leave during the remainder of Fiscal Year 2020-2021. Employee may accrue up to 480 hours vacation leave and, once having accrued that amount, shall accrue no further vacation under this Agreement until vacation leave time is used to reduce the accrued balance. The Employee may cash out vacation leave time of up to 80 hours once per fiscal year, unless the City Council acts to suspend vacation leave cash outs. Upon termination or resignation from employment, Employee shall be entitled to compensation for 100% of accumulated and unused vacation leave at Employee's then-current salary, not to exceed the maximum accrual amount set forth above.

(D) Employee shall be entitled to 12 days of sick leave and 80 hours of executive leave with pay per fiscal year. During the first fiscal year, Employee shall be credited with 5 days of sick leave and 40 hours of executive leave upon execution of this Agreement and shall accrue the remaining 7 days of sick leave and 40 hours of executive leave during the remaining of Fiscal Year 2020-2021. In addition, upon execution of this Agreement, Employee shall be credited with a further 5 days of sick leave. Employee may not cash out unused sick or executive leave at any time. Except as expressly provided in this Agreement, Employee's use and accrual of sick and executive leave shall be governed by the Rules.

(E) Employee shall be exempt from paid overtime compensation.

(F) Employee shall be entitled to eleven and one-half holidays per year pursuant to City policy and to one additional floating holiday per year. Except as expressly provided in this Agreement, Employee's holidays shall be governed by the Rules.

(G) The City will pay for Employee's memberships in the Calabasas Tennis &

Swim Center and the Agoura Hills / Calabasas Community Center, if and when such facilities are open.

(H) The City will provide Employee short-term and long-term disability insurance on the same terms as such insurance is provided to department heads of the City. The City will provide Employee with life insurance in the amount of one and one-half times annual salary with Employee to name the beneficiary. The City will pay the premium for Employee and Employee's dependents to participate in the City's Employee Assistance Program.

14. General Provisions.

(A) The parties agree to fully comply with Government Code sections that are part of Assembly Bill 1344, Statutes 2011, Chapter 692, and other applicable law as it relates to reimbursement by an employee upon conviction of a qualifying crime or abuse of office as defined, including the following:

- (1) Gov't Code sec. 53243. Reimbursement of paid leave salary required upon conviction of crime involving the office or position.
- (2) Gov't Code sec. 53243.1. Reimbursement of legal criminal defense upon conviction of a qualifying crime involving the office or position.
- (3) Gov't Code sec. 53243.2. Reimbursement of cash settlement upon conviction of a qualifying crime involving the office or position.
- (4) Gov't Code sec. 53243.3. Reimbursement of non-contractual payments upon conviction of a qualifying crime involving the office or position.
- (5) Gov't Code sec. 53243.4 Abuse of office or position defined.

(B) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of the City.

(C) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(D) This Agreement may be terminated by either party with or without notice and with or without cause subject only to the requirements of paragraph 15 below regarding severance. Notice of termination to City shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302.

With a courtesy copy to:

Matthew T. Summers  
Colantuono Highsmith & Whatley,  
790 E. Colorado Blvd. Suite 850  
Pasadena, CA 91101-2109.

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2<sup>nd</sup>) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to make best efforts to give City not less than 60 days' written notice of resignation or retirement. Upon termination, Employee shall return any City-issued property, including any electronic devices, computers, or telephones, and shall further make any privately owned electronic devices, computers, or telephones used by Employee for City business available to the City's Communications Department to confirm the erasure of any City information or data.

Notwithstanding the foregoing, the City shall not terminate this Agreement, with or without cause, during or within a period of one-hundred and twenty (120) days next succeeding any general municipal election held in the city at which election a member of the City Council is elected or when a new City Council member is appointed, unless a four-fifths majority of the whole City Council as then constituted votes to terminate Employee's employment, with or without cause.

(E) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(F) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and the City shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

15. Severance. If City terminates Employee without cause, as defined in this paragraph, or asks the Employee to resign, then City shall pay Employee severance equal to six months' salary and benefits, in the amounts in effect at the time the notice of termination is given. The City shall have cause to terminate Employee without payment of severance under this paragraph 15 if the City Council finds, by majority vote, that Employee engaged in any of the following conduct:

(a) Conviction of a felony or conviction of a misdemeanor involving moral turpitude or adversely reflecting on Employee's fitness to perform assigned duties (a conviction following a plea of guilty or nolo contendere shall be deemed a conviction for purposes of this Agreement);

- (b) Intoxication on duty due to alcohol or a controlled substance, or continued abuse of “controlled substances,” as that term is defined in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 as amended to date that materially affects the performance of the City Manager's duties;
- (c) Inexcusable absence without leave (for purposes of this subsection, City Manager's absence for more than 3 business days in any 5 business day period for any reason other than illness or injury without notifying and securing permission from the Mayor or City Council shall constitute an inexcusable absence);
- (d) Habitual and willful neglect of duty;
- (e) Documented and confirmed violation of local, state, and federal laws which prohibit discrimination including, but not limited to, discrimination based on race, religion, national origin, ancestry, physical handicap, marital status, sex, sexual orientation, age, gender identity, gender expression, or any other category protected by local, state or federal law, involving either members of the general public or City employees;
- (g) Retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job directly related thereto;
- (h) Verifiable actions or behaviors that create a hostile work environment or demonstrate any form of harassment prohibited by local, state, or federal law;
- (i) Willful violation of any local, state, or federal conflict of interest or incompatibility of office laws;
- (j) Engaging in any outside business activities without the prior written approval of the City Council;
- (k) Failure to comply with lawful directives of the City Council;
- (l) Theft, destruction, or unauthorized use of City property, City funds, or City equipment, including City staff time;
- (m) Refusal to take or subscribe any oath or affirmation which is required by law;

(n) Acceptance by Employee of any valuable consideration from any person or entity other than the City for the regular performance of Employee's duties; and

(o) Any violation of the Rules, to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF the parties have executed this Third Amended Employment Agreement as of the day and year first above written.

**EMPLOYEE**

\_\_\_\_\_  
Kindon Meik

**CITY OF CALABASAS**

ATTEST:

\_\_\_\_\_  
Lisa Pope, MMC  
CITY CLERK

\_\_\_\_\_  
Alicia Weintraub  
MAYOR

Approved as to form:

\_\_\_\_\_  
Matthew T. Summers, City Attorney  
Colantuono Highsmith & Whatley